

CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Adams, Re	717
County Court Action, Re, Jones v. Long	717
Graduated County Schools Association (Limited), Re	717
Preston v. Etherington; Etherington v. Etherington	717
W. P. Law and John Nicholls & Co., Re	717

In the Weekly Reporter.

Attorney-General v. Barry Docks and Railway Co.	820
Baroness Wenlock v. River Dee Co.	822
Bathynay v. Walford	814
Bourne v. Nethersea Colliery Co.	827
Cambefort & Co. v. Chapman	828
Cross v. Hunter	831
Gloucestershire Banking Co. v. Edwards	843

Guardians of Croydon Union v. Guardians of Reigate Union	824
Hill & Hymans, Ex parte, In re Easy	819
Jenkinson v. Brandley Mining Co.	834
Knighton Election Petition, In re, Gough v. Murdoch	826
Maple & Co. v. Earl of Shrewsbury	819
Nest Harbour Smelting and Rolling Works, In re	827
Reg. v. Corporation of Trinity House	835
Reg. v. Robinson	848
Reg. v. Vestry of St. George's, Southwark	841
Reynolds v. Coleman	819
Robertson, In re	823
"Sara," The	826
Saville v. Couper	830
Stevens v. Bishop	879
Strick v. Swansea Tin Plate Co.	831
Weldon v. Neal	830

The Solicitors' Journal and Reporter.

LONDON, AUGUST 27, 1887.

CURRENT TOPICS.

THE DEBATE in Committee of Supply last Monday evening may be some compensation for the supposed neglect by Parliament of the interests of lawyers and of legal suitors. The discussion extended over a wide field of topics, ranging from the question of the amalgamation of the two branches of the legal profession to the profits of the Middlesex Registry and the amount of work done by the Masters and the County Court Judges. Mr. ARTHUR O'CONNOR's proposal to accelerate a reduction in the staff of Masters by summarily disendowing one of that body did not commend itself to the House; but the Law Officers held out expectations of certain reduction and reforms. The Attorney-General hinted at a reduction of the Lord Chancellor's secretarial staff and a redistribution of county court districts; while the Solicitor-General admitted being aware that the question of the appointment of an additional Judge of the Chancery Division was "under consideration."

THE MEMBERS OF PARLIAMENT who call in question the vote for salaries and expenses of the Supreme Court of Judicature should be reminded that, even where reforms and reductions are decided upon, some time must elapse before they can be carried into effect. Thus, in the case of the Masters, when a vacancy arises the place will not be filled up, and thus the vote for salaries will for the following year be less by the amount of the salary of the officer to whom no successor is appointed. The Attorney-General, when he stated that the office of Clerk of the Petty Bag will not be kept alive after the death of the present holder, overlooked the fact that there is in existence an Act of Parliament providing for the abolition of that office (37 & 38 Vict. c. 81, s. 5), and for transferring the duties to such officer of the Supreme Court as may be designated by the Rules of Court.

A REARRANGEMENT of the Circuits and Districts of the County Court Judges is a change which, in all probability, cannot be very long deferred, in view of the unequal distribution of judicial work which is indicated by the statistics of the last few years; but it does not necessarily follow that it will involve any great reduction in the number of judges. The Attorney-General pointed out on Tuesday that the greatest difficulty in the way of a consolidation of districts was the additional distance which would have to be travelled by suitors, witnesses, and jurors from rural districts if courts were held only in the larger towns. It is reported to be a common practice for County Court Judges to pass alternate fortnights of continuous work and absolute rest; but the favoured judge who devoted only seventy-six days of last year to judicial

business must be regarded with considerable envy by his colleagues in the Metropolis, several of whom sit for five days a week during nearly ten months of the year.

THERE HAVE BEEN two recent decisions as to the revocation of wills or portions of wills by means of cutting or erasure with a knife. In *In the Goods of Maley* (35 W. R. 764, 12 P. D. 134), the testator had cut out with a pair of scissors the clauses of the will by which the executors were appointed, and, although the piece so cut out was found after his death in the same bag with the will itself, Sir JAMES HANSEN held that there was an intention to revoke not only the appointment of the executors, but also the instructions given to them. In *In the Goods of Morton* (35 W. R. 735, 12 P. D. 141) a will was found with the signatures of the testatrix and of the two witnesses erased, apparently with a pen-knife. It is curious that there should be, apparently, no authority as to whether such an erasure is within the words "burning, tearing, or otherwise destroying," in section 20 of the Wills Act, 1837; but Mr. Justice BURR followed the analogy of the cases where the signature has been entirely cut out of the paper. He observed that what the testatrix had done might be "regarded as a lateral cutting out"; and he therefore held that the will had been duly revoked.

THE CONFESSION OF GUILT made by the convict LIPSKI may, on a future occasion, have the effect of restraining the zeal of some of those benevolent persons who are always ready to assume the innocence of those who, although convicted of murder after a regular and patient trial, may, through the activity of their friends and legal advisers, have the benefit of a re-trial of their case in the columns of a newspaper. In the recent murder case there appears never to have been a suggestion of much more than a hope that some fresh evidence might be obtained, if sufficient time was allowed for that purpose; and yet we have had an evening contemporary day after day advocating a theory which, if worthy of consideration at all, would have involved the incrimination of third parties, coupled with what purported to be a report of an interview, accorded, as a matter of exceptional courtesy, to the prisoner's solicitor by the judge who tried the case. The Home Secretary is to be congratulated on having resisted the pressure sought to be put upon him both inside and outside the House of Commons in order to induce him to prolong the period of respite; but it was perhaps scarcely worth while for Mr. Justice STEPHEN to contradict the reports as to the absurd and unbecoming observations which had been attributed to his clerk.

ATTENTION has frequently been called in these columns to the very prevalent delusion that the whole of the funds in court in the Chancery Division, which, in fact, amount to about £76,000,000 in value, are unclaimed. This delusion is fostered by advertisements which appear from time to time and by tales circulated in local newspapers of the recovery of fabulous sums by persons in a humble position of life. A suggestion was made in the House of Commons on Monday last that when next the triennial list of dormant funds is published the amounts standing to the several accounts should be stated. It is difficult to see how anyone would be prejudiced by the adoption of this plan, and it would most certainly help to dispel delusions which are calculated to assist fraudulent attempts to obtain fees for investigating alleged claims. It is certain that very few of the amounts standing to the accounts mentioned in the published list are worth the expense of getting in. The cost of establishing a title to them would swallow up the whole fund, and the claimant would not have even the shell of the oyster wherewith to celebrate his success. On the other hand, where the fund is large, although it might be equally costly to prove the title to it, justice requires that every facility should be given to bona fide claimants. The actual amount of the funds in court at the date of the last return was £3,931,054 0s. 8d. in cash; £71,946,527 5s. 8d. nominal value of securities; rupees, 22,14,339; dollars, 45,500;

francs, 15,300; guilders, 23,000; marks, 194,000; and pesetas, 44,000. The supplement to the *London Gazette* of the 8th of March, 1887, contains in 137 double-column pages a list of the accounts to which such of these funds as have not been dealt with for fifteen years are standing, and a note in the same supplement informs us that only one-nineteenth of those several accounts shew a balance exceeding £1,000, and only one-third shew a balance exceeding £100.

THE CASE of *Reg. v. Riley* (35 W. R. 382, 18 Q. B. D. 481) raised a question as to the extent to which the prosecutrix upon a charge of rape or indecent assault can be cross-examined as to character and the extent to which her statements may be contradicted by rebutting evidence. The prisoner was charged with an assault with intent to commit a rape, and his counsel set up the defence that the prosecutrix had consented to what he had done. The prosecutrix was cross-examined as to previous sexual intercourse with the prisoner with her consent, but she denied that such intercourse had ever taken place, and the Court of Quarter Sessions refused to admit evidence on the prisoner's behalf of previous intercourse between them. There has been some uncertainty as to the rule of evidence on this subject, but the exclusion of evidence to discredit the prosecutrix appears to have applied only to intercourse with men other than the accused. In *Reg. v. Cockcroft* (11 Cox C. C. 140) WILLES, J., refused evidence as to intercourse with other men, but expressed his willingness to hear evidence as to previous intercourse with the prisoner, and in *Reg. v. Holmes* (1 C. C. R. 334), where the Court for the Consideration of Crown Cases Reserved held that, on an indictment for an indecent assault, the denial of the prosecutrix as to sexual intercourse with other men could not be rebutted by other evidence, KELLY, C.B., said that evidence as to intercourse with the prisoner "is undoubtedly admissible, for it has a direct bearing upon the question of consent." Moreover, Mr. Justice STEPHEN, in his Digest of the Law of Evidence (Art. 134) lays down that the prosecutrix may be questioned as to intercourse with the prisoner on previous occasions, and adds, "if she denies it, she (probably) may be contradicted." In *Reg. v. Riley* the court (which included Mr. Justice STEPHEN) held that the rebutting evidence ought to have been admitted, all the judges recognising the distinction between evidence as to intercourse with the prisoner and as to intercourse with other men. The Lord Chief Justice observed that the former evidence "leads directly to the point in issue," and Mr. Justice MATHEW said that the admission of such evidence was "in accordance with justice and common sense." Mr. Justice STEPHEN only guarded himself against being supposed to lay down that evidence could be admitted to shew that the prosecutrix was a common prostitute.

LET US ATTEMPT to trace in detail the practical effect of the rules which have been recently laid down with regard to trustees' mortgage investments. Trustees call on their solicitor in London to inquire whether he has heard of a mortgage investment for the £2,000 in JONES's trust, now on deposit at the bank? JONES's widow, tenant for life, with a large family and small income, is very clamorous about an immediate investment, an increase on the two per cent. allowed on deposit being of great moment to her. Yes, the solicitor has heard of an investment: Messrs. SMITH, solicitors, of (let us say) Canterbury, have written to offer a mortgage investment for £2,000 on certain hop gardens, east-house, and premises in Kent. Description of property seems satisfactory; managing trustee says, "Well, I suppose we had better get Mr. BROWN, of Lincoln's-inn-fields, to look over the property; I employ him in all my mortgage investments, and know him to be a shrewd and cautious surveyor." "My dear sir," says the solicitor, "you must do no such thing, you must employ a local surveyor" (*Fry v. Tapson*, 33 W. R. 113). "But I know no local surveyor" says the trustee; "do you know one?" "I do not," says the solicitor, "and, if I did, I must not select the surveyor: you, as trustees, must do that" (*Fry v. Tapson*). "Well, perhaps Messrs. SMITH can tell us who is the best local surveyor!" says the trustee. "Worse and worse; you must not on any account allow the mortgagor's solicitors to suggest the

surveyor" (*Fry v. Tapson*), says the solicitor. "I will send for the Directory for Kent and extract for you the names of the local surveyors given therein, and you must select from the list the name of some person whom you will employ." This is done; the trustees select at random Mr. ROBINSON, a Kentish surveyor, and then the managing trustee says to the solicitor, "You will instruct this Mr. ROBINSON to value the property?" "I cannot do that with any safety to myself," replies the solicitor, "unless I first verify all the statements in the particulars of the property furnished by Messrs. SMITH; if I frame instructions without doing this I shall be guilty of negligence (*Pretty v. Fowke*, ante, p. 693). This will cause considerable expense and delay, and I am not at all clear that you will be able to recover the costs of the necessary inquiries from the mortgagor as part of the proper costs of the mortgage. Besides, you will be 'delegating your duty and responsibility as a trustee' (*Re Partington*, ante, p. 704); and, moreover, it is now laid down that you must 'exercise an independent judgment' on the valuer's report before advancing the trust-money (*Whiteley v. Learoyd*, ante, p. 672; *Re Partington*); how can you do this unless you have seen the property? Your best course will be to go down to Kent; carefully look over the property; be sure you ask the tenant to show you his lease, and ascertain whether its terms are correctly stated in the particulars; ask the mortgagor whether there is any land improvement charge on the property—and, by the way, you had better search at the Land Commissioner's Office to ascertain whether there is; you see the existence of such a charge would make an important difference in the estimate of the value of the property." "Good heavens," says the trustee, "do you mean to say we must do all this?" "Yes, and when you have done it you must be careful to instruct your valuer not to state merely whether the property is a good security for £2,000, but to give all the details affecting its value as a security. And you must particularly tell him not merely to state the selling value of the property as it stands: you see a hop garden and easthouse is a property 'of a speculative character, and the surveyor ought to be asked the value of the property apart from its value as a hop garden' (*Re Partington*); you must therefore instruct the surveyor to tell you what is the selling value of the land and buildings apart from the hop industry." "Anything more?" "Yes; you see you know nothing about the value of property in Kent; you are not allowed to employ a surveyor in whom you have confidence, because, being resident in London, it is assumed that he knows nothing about property in Kent; you also are resident in London and know nothing of the value of property in Kent; but nevertheless, when you have got the report of the local valuer, you must not 'adopt his advice blindly,' you must 'exercise your judgment upon it.'" "How?" "That I cannot tell you; perhaps you had better go down to Kent again, see the valuer, and cross-examine him upon his report." "Thank you; and when all this is done, what about the amount to be advanced?" "Well, the rule as to one-half the estimated value is 'not a hard-and-fast rule,' but nevertheless, if it is transgressed, you will have 'to justify' your conduct; so, of course, if you are wise, you will observe it. And, mind, the value to the extent of half of which you will advance is the 'prairie value,' not the value for the purposes of the hop industry" (*Re Partington*). "Good morning; we will take no further steps with reference to advances on mortgage; we can buy Consols, although they may be above par, without any inquiry or investigation, and although no prudent man would invest his own money in them; but it seems that the courts are determined to prohibit investments of trust-money on mortgage." We commend to our readers' attention this hardly exaggerated statement of the practical working of the rules recently laid down.

The number of failures in England and Wales gazetted during the week ending Saturday, August 20, was 106. The number in the corresponding week of last year was 103, showing an increase of 3, being a net increase in 1887, to date, of 62. The number of bills of sale published in England and Wales for the week ending August 20, was 254. The number in the corresponding week of last year was 233, showing an increase of 21, being a net increase in 1887, to date, of 133. The number published in Ireland for the same week was 14. The number in the corresponding week of last year was 14, shewing no alteration, leaving a net decrease in 1887, to date, of 154.—*Kemp's Mercantile Gazette*.

THE LAW OF GIFTS *INTER VIVOS*.

III.

Purchase in the name of a child.—(Continued).—The Married Woman's Property Act, 1882, provides (section 21) that "a married woman having separate property shall be subject to all such liability for the maintenance of her children and grandchildren as the husband is now by law subject to for the maintenance of his children and grandchildren." In cases falling within the Act, the rule stated *ante*, p. 701, "that a transfer to, or a purchase by a mother in the name of, a child does not amount to a gift in the absence of evidence that a gift was intended," requires some modification.

Assuming the doctrine laid down by Jessel, M.R., in *Bonnet v. Bonnet* (10 Ch. D., at p. 476, cited *ante*, p. 701) to be correct, the reason why a purchase by a father in the name of a child amounts *prima facie* to a gift is that the father is under a legal obligation to provide for his child, and that a purchase by him in the name of his child will, in the absence of evidence to the contrary, be taken to be made for the purpose of discharging that obligation. Applying this principle to a transfer to, or a purchase in the name of, her child, made by a married woman after the commencement of the Married Woman's Property Act, 1882, of or with property with which she is able to deal without her husband's assent, it would seem that such a transfer or purchase will amount, in the absence of evidence to the contrary, to a gift to the child. We are not aware, however, of any decision on the subject.

Transfer as distinguished from purchase of realty.—The question whether the rules, given in the preceding article, apply to a transfer of real property by the owner to another person, as distinguished from a purchase in the name of the latter, is one of some nicety, and has given rise to a difference of judicial opinion. The answer to this question depends upon the question whether, since the Statute of Frauds, any trust can be implied in favour of the person who conveys real estate to another without consideration. Lord Hardwicke says, in *Lloyd v. Spillet* (2 Atk., at p. 150): "I am bound by the Statute of Frauds to construe nothing a resulting trust but what are there called trusts by operation of law: and what are those? Why, *first*, where an estate is purchased in the name of one person but the money or consideration is given by another; or, *secondly*, where a trust is declared only as to part and nothing said as to the rest, what remains undisposed of results to the heir-at-law, and they [*sic*] cannot be said to be trustees for the residue." Again, he says (*Young v. Peachy*, 2 Atk., at p. 256): "It might be said in every case where a voluntary conveyance is made that a trust shall arise by implication; but that is by no means the rule of the court; trusts by implication or operation of law arise in such cases where one person pays the purchase-money and the conveyance is taken in the name of another, or in some other cases of that kind; but the rule is by no means so large as to extend to every voluntary conveyance." James, L.J., says in *Powles v. Pascoe* (10 Ch., at p. 348): "I will assume that the implication of a resulting trust does arise as much in the case of a transfer as in the purchase of stock, although that certainly is not the case with respect to a conveyance of land."

It must be observed that the Statute of Frauds (29 Car. 2, c. 3, s. 8) exempts all declarations or creations of trusts of lands, tenements, or hereditaments, which arise or are transferred or extinguished by implication or operation of law, from the operation of the statute. We have, therefore, to consider whether any trust arises by operation of law in favour of a person who makes a voluntary conveyance of hereditaments to another, as, if this is the case, the statute does not apply.

It is a well-known rule that if A. conveys land to B. in fee simple by a conveyance operating at common law, and there is no consideration and no declaration of uses, there is a resulting use to A. in fee simple: See E. N. & C. on Interpretation, p. 286; also 1 Preston Est. 190. Bearing in mind that a use and a trust are the same thing, except that it is usual to confine the word "use" to a trust which confers the legal estate by virtue of the Statute of Uses, it appears that where an absolute transfer of land is made to A. without any consideration, there must be, in the absence of special circumstances, a resulting trust for the person conveying, and, if this view is correct, the case falls within the

exception conferred by the Statute of Frauds, s. 8. See the cases collected in Lewin on Trusts, chap. ix.

It should, perhaps, be added that in *Sayre v. Hughes* (5 Eq., at p. 382) Stuart, V.C., says: "Being a transfer of stock it was not like paying money down and taking a conveyance in the name of the daughter; the difference is not very great, yet it is something."

Gift distinguished from sale.—There is a broad distinction between a gift and an assignment for value. In the former case the nature of the transaction depends entirely on the will of the donor; and if he has done something which appears to, but which, on strict examination, does not, amount to a gift, it is tolerably certain that, although he may have at one time intended to make a gift, the gift is imperfect; he changed his mind; he did not carry his intention into effect. On the other hand, where the transaction is for value, and for some reason the assignment of the property is imperfect, we have to consider the intentions of two persons—the person who purports to make and the person who accepts the assignment; and if, on consideration of all the circumstances, it appears that both parties intended that a perfect assignment should be made, a court of equity will compel the assignor to do anything that is necessary to perfect the assignment.

This distinction between a gift and an assignment for value is of primary importance. The reader who has thoroughly grasped it will find but little difficulty in understanding the decisions, puzzling though they appear to be at first sight. These decisions lead to the cardinal rule, that "an incomplete voluntary gift creates no right that can be enforced." In other words, "No person can be compelled to perfect a gift which in the mode of making he has left imperfect; there is a *locus penitentiae* so long as it is incomplete": *Antrobus v. Smith* (12 Ves. 39); *Edwards v. Jones* (1 Myl. & Cr. 226. See *Lyte v. Penny* (Dyer, 49a), where a man bailed to another a sum of money to the use and behoof of a woman, and to deliver it to her on the day of marriage, and countermanded it before the marriage.

The real difficulty arises in determining whether that which has been done amounts to a complete transfer of the property, and, if it does, with what motive was the transfer made? It should, however, be remarked that where the equitable ownership is completely transferred the donee is in the ordinary position of a *cæsar que trust*, and that whether the donor or a stranger is the legal owner. Where the donor remains the legal owner he can only transfer the equitable ownership by constituting himself a trustee. The question, therefore, that arises in cases of this nature is whether he has done so; and it will be found that where he has ineffectually attempted to transfer his legal ownership and has not expressly constituted himself a trustee the donee takes nothing.

There is a well-known rule of construction that, where an instrument fails to take effect in the manner intended, it will, if possible, be construed so as to take effect in some other manner which will carry the expressed general intention of the parties into effect: see this discussed E. N. & C. on Interpretation, p. 40, *et seq.* The reader who understands the principle above laid down will be prepared to learn that this rule does not apply to an instrument purporting to make a gift; however clearly the intention of the donor to make a gift, whether of the entire or the beneficial interest, may be expressed, still, if he has not transferred the legal or the equitable ownership, as the case may be, or has not constituted himself a trustee, the gift fails.

The principles that we have stated are laid down very clearly by Turner, L.J., in his judgment in *Milroy v. Lord* (4 De G. F. & J., at p. 274). He says: "I take the law of this court to be well settled that, in order to render a voluntary settlement valid and effectual, the settlor must have done everything which, according to the nature of the property comprised in the settlement, was necessary to be done in order to transfer the property and render the settlement binding upon him. He may, of course, do this by actually transferring the property to the persons for whom he intends to provide, and the provision will then be effectual, and it will be equally effectual if he transfers the property to a trustee for the purposes of the settlement, or declares that he himself holds it in trust for those purposes; and if the property be personal, the trust may, as I apprehend, be declared either in writing or by parol; but, in order to render the settlement binding, one or other of these modes must, as I understand the law of this court, be resorted to, for there is no equity in this court to perfect an

imperfect gift. The cases, I think, go further to this extent, that, if the settlement is intended to be effectuated by one of the modes to which I have referred, the court will not give effect to it by applying another of those modes. If it is intended to take effect by transfer, the court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust."

"The principle is a very simple one. A man may transfer his property, without valuable consideration, in one of two ways: he may either do such acts as amount in law to a conveyance or assignment of the property, and thus completely divest himself of the legal ownership, in which case the person who by those acts acquires the property takes it beneficially or on trust, as the case may be; or the legal owner of the property may, by one or other of the modes recognized as amounting to a valid declaration of trust, constitute himself a trustee, and, without an actual transfer of the legal title, may so deal with the property as to deprive himself of the beneficial ownership, and declare that he will hold it from that time forward on trust for some other person. It is true that he need not use the words 'I declare myself a trustee,' but he must do something which is equivalent to it, and use expressions which have that meaning; for, however anxious the court may be to carry out a man's intention, it is not at liberty to construe such words otherwise than according to their proper meaning": *per Jessel, M.R., in Richards v. Delbridge* (18 Eq., at p. 14).

LEGISLATION OF THE YEAR.

POLICE DISABILITIES REMOVAL.

50 VICT. SESS. 2, c. 9.—AN ACT TO REMOVE THE DISABILITIES OF THE POLICE TO VOTE AT PARLIAMENTARY ELECTIONS.

Peers and women are disqualified from voting at Parliamentary elections by the common law, but not constables. The disqualification of constables is purely statutory, and has not been for a long time in operation. It was first imposed by Sir Robert Peel in 1829, in his well-known Act establishing the Metropolitan Police, which derives from him its two familiar names (10 Geo. 4, c. 44, s. 18), and the example thus set was followed in two later Acts as to counties and borough police (2 & 3 Vict. c. 93, s. 9, and 19 & 20 Vict. c. 20, s. 9). The preamble to the present Act recites the inexpediency of such a disqualification, and the operative part boldly repeals portions of the above-mentioned and other less important enactments (seven in all) having a similar effect. It is material to bear in mind that only portions of these enactments are repealed, and that certain unrepealed portions, following a common form, prohibit the police from canvassing, and also, except in the case of the Metropolitan Police, from voting at municipal elections. A further section provides for the case of a constable "who is, or who is likely to be, on the day of any election, sent or employed in the discharge of his duty so as to prevent him voting at the polling-booth or station at which he would otherwise by law be entitled to vote." Such a constable may obtain a certificate from the chief constable stating the fact with particulars, and the presiding officer at any polling station is to allow him to vote at such station, upon the production of the certificate, which he is forthwith to cancel, and "deal with in the same manner as the counterfoils of voting-papers are directed by law to be dealt with"—as to which detail rule 29 of schedule II. of the Ballot Act, 1872, should be consulted. This enabling provision might possibly, even in the case of the most law-abiding set of citizens, tempt a man to vote early and vote often, so the Legislature imposes the penalties of personation (as to which see *Corrupt Practices Prevention Act, 1883, s. 6, sub-section 2*, by which personation is felony punishable by two years' imprisonment, with hard labour) upon any constable who should so far forget himself. It is also provided that temporary absence on duty for not more than four months shall not cause a break of the continuous "inhabitant occupancy" required as a qualification for the franchise (as to which see section 3 of the Representation of the People Act, 1867, and *Ford v. Barnes* (15 Q. B. D. 264)).

Such is the Police Disabilities Removal Act, 1887—a statute which "explains itself" less than any statute of recent years, which is saying a good deal. It only remains to point out that, though the prohibitions in the repealed Acts are against voting, not against being registered, registration is in all cases, by virtue of section 7 of the Ballot Act, 1872, a condition precedent to the right to vote, but that a constable wrongly registered in past years becomes entitled to vote at once by virtue of the present Act.

CUSTOMS AND INLAND REVENUE ACT.

50 & 51 VICT. c. 15.—AN ACT TO GRANT CERTAIN DUTIES OF CUSTOMS AND INLAND REVENUE, TO ALTER OTHER DUTIES, AND TO AMEND THE LAWS RELATING TO INLAND REVENUE.

The present Act, in addition to imposing certain tea, tobacco, and income tax duties, contains one or two provisions of special importance. After two sections reducing to 1d. the duty on sea policies in cases where the premium does not exceed 2s. 6d., and limiting to ten days the period within which a sea policy made out of the United Kingdom may be stamped after execution without penalty, ten sections provide, with considerable elaboration, for the imposition of a new duty on the transfer of the debenture stock or funded debt of any company or corporation, and, what is more important, for the composition of the duty by the bodies concerned, thus allowing any company to place upon its whole body of shareholders the burden of the duty which in strict justice ought to fall upon transferors and transferees. It is understood that these enactments, which like all Inland Revenue Acts came into force on the 5th of July, when the Act received the Royal Assent, have caused considerable excitement and annoyance on the Stock Exchange, and not unnaturally, for section 7, incorporating by reference a portion of the Stamp Act, 1870, raises the duty in the case of debenture stock from 2s. 6d. on the nominal value of the stock transferred to "the same *ad valorem* duty" as is charged by that Act "upon a conveyance or transfer on sale of other property by relation to the amount or value of the consideration for the sale." The schedule of the Act of 1870 tit. "conveyance" gives a long scale of duties, from which we gather for example that the duty on the transfer of £100 Debenture Stock at par will be raised from 2s. 6d. to 10s. Conveyance on mortgage, however, is excluded from the Act, and conveyance otherwise than on sale or mortgage is chargeable with a ten shilling duty only, whatever may be the amount transferred.

The terms of composition are fixed at sixpence for every hundred pounds of the whole "shares, stock, and funded debt" of the compounding body (sections 7, 8, 9, 10), but composition, it is hardly necessary to state, is not compulsory. It is merely provided (section 9) that "any company or corporation may agree with the Commissioners of Inland Revenue, if the commissioners in their discretion think proper, for the delivery of an account of their shares and stock. Upon such an account being delivered, the duty becomes chargeable upon the amount appearing from it (section 8), while by section 12 any company or corporation not delivering an account as agreed, or failing to pay the duty "in conformity with the Act," is liable to the very heavy penalty of ten pounds per cent. on the amount of duty payable, and a like penalty for every month after the first month during which such neglect shall continue." By section 15, upon the account being rendered and duty being paid, transfers of any shares or stock included in the account become exempt from duty, but by section 16 the compounding bodies are enabled to recoup themselves for what they have paid by way of composition by levying additional fees "in addition to any fee exigible upon registration of any transfer" as to which fees, see sections 15 and 47 of the Companies Clauses Act, 1845, relating to registration of transfers and bonds respectively, and authorizing fees as prescribed in the special Act, or, if no fee be prescribed, then 2s. 6d. for each registration, but it is, perhaps, doubtful whether section 47, which applies to bonds, would, without some connecting link in the special Act, apply also to debenture stock. Section 16 is only an enabling provision, but it may perhaps be assumed that each compounding body will, in justice to its shareholders or constituents, put the section in force.

It only remains to point out that the germ of these stamp-compounding enactments is to be found in the Metropolitan Board of Works Loans Act, 1870 (33 & 34 Vict. c. 24), ss. 3 and 4, and in the Inland Revenue Act, 1880 (43 & 44 Vict. c. 20), s. 53, which later enactment applies to municipal loans only under the Local Loans Act, 1871. The provisions of 1880 are, by section 14 of the present Act, to be no longer in force as to stock issued after the passing of the Act, and the provisions of 1870 are likewise to cease after the 1st of August next, but will still have to be consulted in respect of the very numerous loans contracted before those dates—a highly inconvenient arrangement, which it may become next to impossible to carry out by reason of the two sets of loans becoming blended in cases where (see, e.g., section 5 of the Metropolitan Board of Works Act, 1869), the stockholders having no priorities, there has been no keeping of separate account in respect of successive parcels borrowed.

Another, and the only remaining, important provision of the Act is that contained in the 18th section as to the income tax of agriculturists. This section provides that "it shall be lawful for any person occupying lands for the purposes of husbandry only to elect to be assessed to the duties of income tax chargeable under schedule D., and in accordance with the rules of that schedule, in lieu of assessment to the duties under Schedule B.," the election to be signified by notice to the surveyor of taxes for the district within two months after the commencement of the year of assessment, so that

an agriculturist, if he so elect, may now be assessed upon an average of three years' profits instead of upon the annual value of his holding. It is to be observed that the section applies to agriculturists who may be owners as well as occupiers, if they occupy for the purpose of husbandry only; that the duty under Schedule B. is only half that under Schedule D. and the other schedules, and that in estimating profits, if any, agriculturists will not only not be allowed to deduct anything for the cost of maintaining themselves and their families, but also ought to add to their profits money which they have escaped the spending of by reason of consuming their own produce.

CORRESPONDENCE.

THE TRANSFER OF LAND BILL, 1887.

[To the Editor of the Solicitors' Journal.]

Sir,—The Bill is suspended until next session. Happily a breathing time is obtained, and it will be well if the proposed alterations receive more careful consideration than they appear to have hitherto had. The scheme of registration seems, unfortunately, to be accepted pretty generally as inevitable; and this merely because it is brought forward by the Lord Chancellor, and may therefore be regarded as a Government measure; but the objections of those most capable of judging of the practical effect of what is proposed deserve more than a careless examination. The report on the Bill issued by the Council of the Incorporated Law Society shows that the measure is regarded with much disfavour by that very competent representative body; and it may be taken that there is not a law society throughout the provinces which views the proposal otherwise than with repugnance. Moreover, it must not be forgotten that one of the most eminent of the Lord Chancellor's predecessors was strongly opposed to compulsory registration. The late Lord Cairns, who was an exceptionally skilled real property lawyer, was decidedly of opinion that such a mode of registration would be in the highest degree inexpedient; and indeed, in his evidence before the Committee of the House of Commons, he went so far as to say that its effect was "frightful to contemplate." His adverse opinion dictates that the proposed measure should receive the most thorough examination, and not be blindly accepted, however high the authority by whom it is introduced. There is no doubt that the Bill will be brought forward again next year, and no time should be lost in preparing to resist it.

The Registration Acts of 1862 and 1875 have proved absolute failures. The best proof of this, perhaps, is the fact that, of the few titles registered, a large proportion have actually been taken off the register. The principle has thus been tested for more than a quarter of a century. Having proved it to be unpalatable, a paternal Government steps in, and says to the nation "You do not know what is good for you. Registration is a grand thing, and whether you like it or not you will be compelled to register your deeds and wills." It will be urged that the previous schemes were mistakes, and that what is now offered is so very different, and is so undoubtedly right, that it in fact becomes the duty of Government to compel its adoption. However high an opinion the promoters of the Bill may have of the proposed registration system, it cannot be demonstrated without actual experience that it possesses all the advantages claimed for it. Does not common sense suggest that the new mode of registration should be left to rely on its intrinsic merits for a period of, say, five years? If its adoption during the tentative period had been sufficiently general to show that the system was appreciated, then it might prudently be rendered compulsory; but if such a reasonable trial be denied we shall be compelled to take a leap in the dark.

It is thought by some, and the idea is a very pleasing one in theory, that the transfer of land should be made as easy as that of Consols, but that of course can never be. A transfer of shares in a public company is the nearest approach to this simplicity of operation; but even this transfer cannot be effected without a deed. Such deed is simple and invariable in form, being a transfer from A. to B. in consideration of money paid, and without recognition of any trust; but deeds of settlement, conveyance, and mortgage, and wills, are infinite in their variety; trusts cannot be disregarded; and, if a register is to record all dealings with all kinds of properties throughout England, the contemplation of such a mighty, gigantic task oppresses and appals the mind.

Thanks to the admirable Act of 1851, conveyancing has been brought to such a state of extreme simplicity that improvement might well be regarded as impossible; and the authorised scale of charges appears to give general satisfaction, as well to clients as to practitioners. The Settled Land Act of 1882, by the powers conferred on the tenant for life, effected a very valuable alteration, and got rid of the popular objection that land was too much tied up. We seemed at last to have reached a happy state of calm, with a prospect of settled rest, but our peace was destined to be short. The whole system of conveyancing would appear to be threatened. It is

pronounced to be unsatisfactory, and in its place it is proposed to substitute a scheme which would be very suitable for a new colony.

To come to the Bill itself. It is not an easy matter to know what, under the head of registration, it really means. This much, however, is certain, that registration of some kind is intended to be compulsory and universal, and that there are to be two kinds of registration, one with a "possessory" title, which is compulsory; and the other with an absolute title, which is to be optional. The first title is to be obtainable immediately—that is, presumably, after official investigation; the second, after a delay of five years, if a notice, attended with due publicity, and repeated annually, does not produce a claimant proving a superior right. The operation of the first-named registration would appear to be a mere notice to the world that, say, A. B. claims to be the fee simple owner of a certain estate; but then his title would require the ordinary examination the same as hitherto. This process of registration of the possessory title is to be repeated as often as the property changes hands by sale. I say by sale, for there does not appear to be any provision requiring the registration of a mortgage. The advantage of obtaining a mere possessory title is, therefore, not apparent, except so far as it leads up to the acquisition of what is termed an absolute title. Having obtained his possessory title, the owner might, by a prescribed process, after a tedious waiting for five years, procure what the Bill calls an "absolute title." The expression is misleading, since the title does not amount to an indefeasible one. Under section 13, subsection 5, a registered proprietor would have to pay compensation to any person deprived of any interest in the land; and, under section 20, subsection 1, compensation out of the insurance fund would be paid to any person for loss arising "from an entry in the register obtained by forgery or fraud, or from any error on the part of the Land Transfer Board, or its officers, or from any of the other matters in the scheme mentioned." Then, under section 21, a registered proprietor might have to give up the land itself, and be content with compensation from the insurance fund. It is not an easy task to reconcile these several sections; but it is clear that, under the provisions of the Bill, in no case could a title, absolutely free from attack, be procured. Consequently, registration, even with an absolute title, would not dispense with the investigation of title which is required at present. Now, under the Act of 1875, an actually indefeasible title can be obtained, and the certificate of registration is the root of title.

It surely is a mistake that the lengthy Act of 1875 should have been imported into the Bill. One has to grope about from one to the other in search of light. Far better would it be if so ambitious a scheme were contained in its integrity within the four corners of a Bill.

The Bill, without the rules, to be issued under the proposed Act, is, as regards registration, extremely incomplete. In fact it is but a mere skeleton, and it gives rise to all sorts of questions. For instance, the memorandum prefixed to the Bill states that the Bill "proposes to make registration universal." Registration of what? Does this mean that every deed affecting land shall appear on the register? Would any advantage be gained beyond what is now obtained by registration in Middlesex and Yorkshire? If none, is the working of registration in those counties so conspicuously beneficial as to justify the application of the system to the whole of the kingdom? On the contrary, does not experience shew that registration in those particular counties confers no practical advantage, and only causes trouble and expense? What is to be the mode of registration; by memorial, or by copies of deeds and wills placed in the books of the registry?

The avowed object of the Bill is to facilitate and cheapen the transfer of land. Neither of these objects would be likely to be obtained. It has been calculated that the number of deeds dealing with land executed in England in the course of a year is some 300,000. But that is probably under the mark. An army of officials and numerous district registries would be required to cope with the enormous work, and the heavy expense occasioned would have to be paid by landowners, who just now are certainly not enjoying excessive prosperity. It cannot be denied that registration would cause delay, and where there happened to be a pressure of work in the office, perhaps long delay. The principal sufferers would be small owners. Where the consideration is under £100, the purchaser's costs of purchase at present are the maximum sum of £3 and the stamp. In the majority of the cases the title to small properties is well known, and a sale can be completed with great rapidity. But should registration become compulsory, the fees of registering and of insurance will become an additional expense, and to this hardship will have to be added delay.

Should the Bill pass into law the country may expect such a deluge of officialism as we have never before experienced. Great inconvenience would be occasioned unless the district registries are very numerous. For if large areas are attributed to these offices, additional delay, trouble, and expense will be caused as to deeds coming from a distance. The publicity of the contents of deeds which will be inevitable, may, in many cases, be very undesirable.

Loss of property through fraud or mistake occurs so very seldom at present that it might seem superfluous to provide for such cases. Yet insurance forms an important feature in the Bill. It would appear as if it were apprehended that the new system would give such facilities for forgery and fraud, and that so many mistakes will be made by officials, that an indemnity for the sufferers must be provided.

The insurance system is based on the very extraordinary principle that good titles shall be made to pay for bad ones. Sound titles are to be made to indemnify those that prove to be tainted! This, indeed, would be robbing Peter to pay Paul. The insurance scheme is specious. It is calculated to lead the multitude, who do not take the trouble to think for themselves, to believe that this novel process would practically render every title safe. Titles are now quite sufficiently safe; but even were additional security to be obtained, and which is doubtful, the fact remains that insurance is intended to cover the risks of a crude and arbitrary system which even the promoters view with undisguised distrust; and that it is sought to make landowners, whose titles are good, insurers against all sorts of fraud, forgery, and blundering; and this without the slightest resulting benefit to themselves.

If you will permit me, I may in a future letter comment on the amendments of the law of real property proposed by the Bill.

August 19.

J. B.

P.S.—I am reluctant to trespass further on your space, but I desire to call attention to the following statement in the memorandum which precedes the Bill:—

"When a branch office for local registration has been organised in a district, the Act will be applied by Order in Council, and after an appointed day every purchase of legal interests in land in that district will be made by means of the register."

It is important to know the meaning of this vague statement. Is it that it is intended that all conveyancing relating to purchases shall be done by the officials of the Land Transfer Board? Such would appear to be the most obvious construction. If it be the correct one, then, indeed, a scheme of insurance against errors is of vital importance.

PROBATE AND ADMINISTRATION DUTY ON ESTATES UNDER £300.

[To the Editor of the Solicitors' Journal.]

Sir,—Leaseholds form part of the assets of a small estate, and, in arriving at their value, a mortgage debt is deducted. This brings the value of the estate below £300, and administration is sought under the provisions of section 38 of the 44 Vict. c. 12. The department holds that the deduction of a mortgage debt is not permissible in connection with a grant under that section. It is submitted, however, that section 7 of 31 & 32 Vict. c. 124 lays down clearly the principle on which the value of leaseholds has to be ascertained for purposes of administration duty—i.e., "that the mortgage debt on such leasehold may be deducted from the value of such leasehold, and the stamp duty shall be chargeable on the value . . . after deduction therefrom of the amount of such mortgage debt."

Sub-section 1 of section 33 of 44 Vict. c. 12 provides that the estate, in order to obtain the benefit of that section, must be under the value of £300 without any deduction for debts or funeral expenses. The class of debt is governed by section 28, which gives the power to deduct debts and funeral expenses from the value of the estate. Debts in this latter section could not mean mortgage debts, because mortgage debts had already been provided for by section 7 of 31 & 32 Vict. c. 124.

It is obvious that this question is not likely to be contested by parties applying for administration, because it affects only estates which are too poor to defend any proceedings by the department.

It is very hard to have to pay duty on gross value of leasehold estates which may be of considerable worth, but subject to incumbrances of almost equal amount.

I shall be glad to obtain the views of your readers upon the point.

J. N.

THE LIABILITY OF TRUSTEES.

In his judgment in the recent case of *Billing v. Brogden*, Mr. Justice North made some important observations on the liability of trustees with reference to the case of *Spaight v. Gaunt* (31 W. R. 401, 9 App. Cas. 1), and it may be useful to give, in advance of the regular report of the cases some extracts from the shorthand notes of the judgment.

It should be stated that the action was by *cestuis que trustent* against their trustees to compel them to make good a loss of the trust moneys caused by an alleged breach of trust. A father, on the marriage of his daughter, covenanted with the trustees of her marriage settlement that he,

in his lifetime, or his executors or administrators within five years after his death, would pay £10,000 to the trustees, to be held by them on the trusts of the settlement. The defendant Budgett was one of the trustees, the other trustees were two of the testator's sons, who afterwards became two of his executors. The £10,000 was not paid by the testator, or by his executors within five years after his death, but was retained by them in a business which they had carried on in partnership with the testator, and was ultimately lost. It was admitted at the trial of the action that the two trustees, who were also executors, were liable to the plaintiffs, and the main question was whether the defendant Budgett, who was the only independent trustee, was liable for not having taken more active steps to compel payment of the trust money out of the testator's estate when it became due. He was brother-in-law to the other two trustees, and for this reason apparently was unwilling to proceed against them, but no dishonesty was imputed to him. The details of the case were extremely complicated, and it would be impossible to state them within any reasonable length.

North, J., said that it had been contended that *Spaight v. Gaunt* had established this proposition, that a trustee was justified in dealing with a trust estate in the manner in which an ordinary prudent man of business would deal with his own estate. This was too broad a statement. In *Spaight v. Gaunt* a trustee had, for the purpose of making a proper investment, placed trust funds in the hands of a broker, who applied them to his own use. Two points were considered there—(1) was the trustee warranted in employing an agent, instead of carrying out the transaction himself? (2) Was he justified in handing the cash to his agent, instead of paying it himself to the persons giving the security. Each question was answered affirmatively, upon the ground that a prudent man of business advancing his own money upon such a security would, in the ordinary and regular course of business, have employed a broker and trusted him with the money. Jessel, M.R., said (22 Ch. D. 739): "It seems to me that on general principles a trustee ought to conduct the business of the trust in the same manner that an ordinary prudent man of business would conduct his own, and that beyond that there is no liability or obligation on the trustee. In other words, a trustee is not bound because he is a trustee to conduct business in other than the ordinary and usual way in which similar business is conducted by mankind in transactions of their own. It never could be reasonable to make a trustee adopt further and better precautions than an ordinary prudent man of business would adopt, or to conduct the business in any other way. If it were otherwise, no one would be a trustee at all. He is not paid for it." And Lord Blackburn said (9 App. Cas. 19): "The authorities cited by the late Master of the Rolls, I think, shew that, as a general rule, a trustee sufficiently discharges his duty if he takes, in managing trust affairs, all those precautions which an ordinary prudent man of business would take in managing similar affairs of his own. There is one exception to this: a trustee must not choose investments other than those which the terms of his trust permit, though they may be such as an ordinary prudent man of business would select for his own money; and it may be that, however usual it may be for a person who wishes to invest his own money, and instructs an agent, such as an attorney or a stockbroker, to seek an investment, to deposit the money at interest with the agent till the investment is found, that is in effect lending it on the agent's own personal security, and is a breach of trust." But it was quite clear that, when those learned judges spoke, as other judges had spoken, of conducting the business of the trust, or managing trust affairs, as a prudent man would manage his own concerns, they were referring to cases in which the trust business was being done in accordance with the limitations of the trust. No one would contend that a trustee might safely ignore the terms of the instrument creating the trust, so long as his disposition of the trust property was such as would have been a prudent disposition of his own. When thus understood, the duty of a trustee not to select investments outside the securities authorised by the trust was in conformity with, and was not an exception to, the general rule. A trustee who invested trust funds in an unauthorised manner would be liable for any loss arising therefrom, however wise and safe such an investment of his own funds by a prudent man would have been considered; and a trustee who neglected to call in a sum of money, which ought to be called in at once under the terms of the trust, would be liable for any loss which might arise from his omitting to do so, however safe and prudent it might have been to leave the money outstanding if it had been his own. The defendant Budgett's conduct must, therefore, be tested, not by what a prudent man would have done as to his own moneys, with which he could deal as he liked, but by what he would have done with respect to moneys which it was his duty to proceed to call in at the end of five years from the testator's death. In considering this question his lordship adopted the very important observations of Jessel, M.R., in *Spaight v. Gaunt* (31 W. R. 404, 22 Ch. D. 746): "My view has always been this, that where you have an honest trustee fairly anxious to perform his duty and to do as he thinks best for the estate, you are not to strain the law against him to make him liable for doing that which he has done, and which he believes is right in the execution of his duty, without you have a plain case made against him. In other words, you are not to exercise your ingenuity, which, it appears to me, the Vice-Chancellor has done, for the purpose of finding reasons for fixing a trustee with liability; but you are rather to avoid all such hyper-criticism of documents and acts, and to give the trustee the benefit of any doubt or ambiguity which may appear in any document, so as to relieve him from the liability with which it is sought to fix him." In attention to the principles there laid down had in some cases led to trustees receiving less than justice. Adopting these principles as his guide, his lordship had reluctantly come to the conclusion that he could not hold the defendant Budgett free from liability, and that he ought to

have taken more active steps, and at an earlier time than he did, to get in the trust money.

A second and equally important question remained for consideration—whether, if the defendant Budgett had used due diligence in attempting to recover the trust funds, any good would have resulted therefrom; for it was clear that the court would not punish a trustee peculiarly for his breach of trust, except so far as loss had resulted therefrom to the trust estate. In other words, if no loss had been incurred, or the loss had been replaced before action, there was nothing remaining for the trustee to make good, although no doubt the court might think fit to remove him from the trusteeship. In *Hobday v. Peters* (28 Beav. 603) a policy was assigned to trustees. They never obtained possession of it, or gave notice to the office, and the assignor first mortgaged and afterwards surrendered the policy. The trustees were held not liable, as they had no funds out of which they could have paid the premiums, and, if they had sued the assignor, it would have been useless, as Lord Romilly, M.R., was satisfied upon the evidence that the assignor could not have paid. In *Ratcliffe v. Wineh* (17 Beav. 217) the court apparently acted on the same principle. In *Clark v. Holland* (19 Beav. 262) the law was stated in terms more favourable to the defendant Budgett than in any other case of which his lordship was aware. Lord Romilly, M.R., said (19 Beav. 271): "When it is the duty of a trustee or executor to obtain payment of a sum of money, the trustee or executor is exonerated and never required to make good the loss if he has done all he can to obtain payment, but his efforts have not proved successful. Nay, more, if he has taken no steps at all to obtain payment, but it appears that, if he had done so, they would have been, or there is reasonable ground for believing that they would have been, ineffectual, then he is exonerated from all liability." On the evidence his lordship came to the conclusion that loss had resulted from the defendant Budgett's omission to take proceedings to compel payment of the money. The defendant Budgett and the executors must pay the plaintiffs' costs of the action, but the liability of the executors must be limited by a direction that the costs which they had to pay were not to be increased by reason of the prolongation of the trial beyond the day on which they submitted to judgment.

CASES BEFORE THE VACATION JUDGE.

PRACTICE—VESTING ORDER—REAL PROPERTY—DESCRIPTION OF PARCELS IN ORDER—TRUSTEE ACT, 1850.

In the case of *Re Adams*, before Kekewich, J., on the 24th of August, sitting as Vacation Judge, a question arose as to whether property which was the subject of a vesting order was sufficiently described. It was also asked that the consent of the lords of the manor (the land being copyhold) to the vesting order might be recited in the order. The application was made by the persons beneficially entitled to certain copyhold property devised by the will of Samuel Adams, asking that the property should be particularly described in an order made under the Trustee Act, 1850, on the 6th of August, 1887, by Kay, J., vesting the property in the applicants. The registrar, in drawing up the order, proposed that "the hereditaments to which a former trustee of a testator's will had been admitted," should be vested in the applicants. On behalf of the applicants it was submitted that they were entitled to have the parcels set out in the vesting order or in schedules to it.

KEKEWICH, J., said that the parcels should be set out, and the consents recited, otherwise the applicants would not get a good title, and he gave directions to the registrar accordingly.—COUNSEL, *George Henderson*. SOLICITORS, *Albert Batchelor*, for *Gibby & Son*, Ware.

COMPANY—OFFICIAL LIQUIDATOR—APPOINTMENT—MEMBER OF COMPANY.

In the case of *The Graduated County Schools Association (Limited)*, before Kekewich, J., on the 24th of August, a question arose as to whether an accountant, a stranger, should be appointed official liquidator or a person concerned in the management of the company. Chadwyck Healey's Company Law and Practice was cited on behalf of the accountant; *In re London Australian Agency Corporation* (29 L. T. Rep. N. S. 417) for the member of the company. The chief clerk had appointed an accountant, but the summons was adjourned into court.

KEKEWICH, J., said that he should not disturb the chief clerk's appointment.—COUNSEL, *Marten*, Q.C.; *Spokes*. SOLICITORS, *Longbourn & Stevens*; *Whale & Clark*.

ATTACHMENT—SOLICITOR—PERSON "ACTING IN A FIDUCIARY CAPACITY"—DISCRETION—DEBTORS ACT, 1869, s. 4, SUB-SECTION 3; DEBTORS ACT, 1878, s. 1.

In the cases of *Preston v. Etherington* and *Etherington v. Etherington*, before Kekewich, J., on the 24th of August, a question arose whether a solicitor who was ordered to pay a certain sum of money was a "person acting in a fiduciary capacity" within the third exception in section 4 of the Debtors Act, 1869. A motion was made for leave to issue a writ of attachment against a solicitor for disobeying an order of the 8th of July, 1887, whereby he was ordered to pay a sum of money and interest. In support of the motion *Morris v. Ingram* (13 Ch. D. 238) was cited. It was contended on behalf of the respondent that the applicant had not proved that the debtor was fraudulent or dishonest. He simply was unable to pay, and the court should exercise its discretion under section 1 of the Debtors Act, 1878. The debtor never acted in a fiduciary capacity.

KEKEWICH, J., said that he was satisfied that it was a trust debt from

the orders, which he had read, and which he could not go behind. He was not satisfied that the gentleman had the means of paying; it would be not only idle but mischievous to send him to prison. He should make the order, not to issue for a fortnight, the debtor to pay the costs.—COUNSEL, *E. Cutler*, Q.C., and *Whiteway*; *Lyttelton Chubb*. SOLICITORS, *Bosall & Bosall*; *A. B. Chubb*.

TAXATION—SOLICITOR—UNDERTAKING—ORDER TO REVIEW.

In the case of *Re W. F. Law and John Nicholls & Co.*, before Kekewich, J., on the 24th of August, a question arose as to the liability of a solicitor to carry out his undertaking to repay money received by him in the event of the judge ordering a review of the taxation. This was a motion on behalf of W. F. Law, a solicitor of the Supreme Court, asking that Messrs. Nicholls & Co., solicitors, should be ordered to pay forthwith to the agents of W. F. Law the sum of £46 18s. 9d., pursuant to an undertaking dated the 24th day of June, 1887, and costs. The undertaking was as follows:—

"57, Basinghall-street, E.C.,
London, 24th June, 1887.

"*Re W. F. Law.*"

"Received of William F. Law, Esq., by payment of Messrs. Law & Worsam the sum of forty-six pounds eighteen shillings and ninepence, being the amount certified to be due by the taxing master's certificate in this matter, which we undertake to return to the said Messrs. Law & Worsam within four days after the decision of the judge overruling or varying the taxing master's certificate.

"26.6.87.

"*JOHN NICHOLLS & Co.*"

By an order made on the 27th of July, 1887, on the application of W. F. Law, Kay, J., ordered that it be referred back to the taxing master to review his certificate.

KEKEWICH, J., said that he made an exception in this case to the rule that he laid down in doing vacation business, not to deliver formal judgments. The respondent here gave an undertaking to return a sum of money to the solicitors of the applicant within four days after the decision of the judge overruling or varying the taxing master's certificate. On the 27th of July an order was made sending back the certificate to the taxing master to review. It had been for years the settled practice and rule of the court that where one of the parties desired to appeal on a question of costs such as this, the money was paid to the solicitor at once on the personal undertaking of the solicitor to repay the money if the order went against him. The rule rested on the faith that such an undertaking made by an officer of the court would be observed most strictly. Nicholls got the money on the faith of the undertaking, and his lordship would strictly enforce that undertaking. He ordered Nicholls to pay the money within seven days, and pay the costs.—COUNSEL, *George Henderson*; *Drumwell Davis*. SOLICITORS, *Law & Worsam*; *Arnold Williams & Co.*

PRACTICE—MOTION TO COMMIT—SOLICITOR—SERVICE.

In the case of *Jonas v. Long*, before Kekewich, J., on the 24th inst., a question arose as to whether service of a notice of motion to commit on a solicitor at his private or business address was good. It was a motion to commit George Johnson, a solicitor, for contempt in assaulting a solicitor within the precincts of the court. The applicant was unable to effect personal service, either at the private or business address of Johnson. Johnson was not represented by a solicitor, so service could not be effected through his solicitor. *Re A Solicitor* (14 Ch. D. 153) was cited; in that case service of the notice of motion at the residence of the party was held sufficient.

KEKEWICH, J., said that he was unwilling to send a man to prison without another attempt to serve him. The applicant must send two registered letters to the two addresses, stating that he did it by the direction of the judge. The matter was of some importance, and the motion would stand at the head of the list next Wednesday.—COUNSEL, *Johnston Watson*. SOLICITORS, *Robinson & Doss*.

LEGAL NEWS.

OBITUARY.

Mr. JOHN HOLTHY, solicitor, of York and Pocklington, died on the 15th inst., at the age of eighty-two. Mr. Holthy was born in 1804. He was admitted a solicitor in 1840, and he had ever since practised at York. He was a perpetual commissioner for the North and East Ridings of Yorkshire and for the City of York, and he had an important private practice. He had been for many years clerk of indictments and deputy-clerk of assize on the North-Eastern Circuit, and he was till recently clerk to the magistrates for the Pocklington Division of the East Riding. Mr. Holthy was a director of the York Gas Light Co., and he was for fourteen years chairman of the York Board of Guardians. He was in partnership with Mr. Robert Holthy, who is clerk of arraigns on the North-Eastern Circuit. Mr. Holthy was buried at the York Cemetery on the 10th inst.

APPOINTMENTS.

Mr. WILLIAM JOHN COURTHORPE, barrister, has been appointed a Civil Service Commissioner. Mr. Courthorpe is the eldest son of the Rev. William Courthorpe, and was born in 1841. He was educated at New College, Oxford, where he graduated first class in Classics in 1865. He obtained the Newdigate prize for English verse in 1864, and the Chancellor-

lor's prize for an English essay in 1868. He was called to the bar at Lincoln's-inn in Easter Term, 1870. Mr. Courthope has been an examiner in the Education Department since 1871.

Mr. JOHN GREENFIELD, solicitor (of the firm of Greenfield & Abbott), of 37, Queen Victoria-street, and Kingston-on-Thames, has been appointed by the Chief Justice of the Colony of Western Australia a Commissioner for taking Affidavits in the said Supreme Court and Acknowledgments of Deeds Executed by Married Women for the said Colony.

Mr. THOMAS WILLIAMS, solicitor, of Neath and Pontardawe, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM FREDERICK CARTWRIGHT JORDAN, solicitor (of the firm of Jordan & Son), of Teignmouth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. PATRICK MAXWELL, solicitor (of the firm of Maxwell & Weldon), of Dublin, president of the Irish Incorporated Law Society, has received the honour of Knighthood. Sir P. Maxwell was admitted a solicitor in Ireland in 1846.

Mr. ABRAHAM NICHOLSON, solicitor, of Oldham, has been appointed Clerk of the Peace for that borough. Mr. Nicholson is also Town Clerk of Oldham. He was admitted a solicitor in 1882.

Mr. FRANCIS BARNARD JENNINGS, solicitor, of Ipswich and Felixstowe, has been appointed Clerk to the Felixstowe and Walton Local Board. Mr. Jennings was admitted a solicitor in 1862.

Mr. FEDOR ANDREW SATOW, barrister, has been appointed a member of a Commission for the Reform and Codification of the Commercial Law of Japan. Mr. Satow was called to the bar at the Middle Temple in July, 1886.

Mr. FREDERICK JOHN BRIGHAM, solicitor, of Driffield, has been appointed Clerk to the Bridlington United District School Board. Mr. Brigham was admitted a solicitor in 1877.

Mr. HERBERT SHARPLEY, solicitor, of Louth, has been appointed Deputy Coroner for the Louth District of Lincolnshire. Mr. Sharpley was admitted a solicitor in 1877. He is in partnership with his father, who is Coroner for the District.

Mr. JOHN EDLESTONE LEDSAM WHITEHEAD, solicitor, of Cambridge, has been elected Town Clerk of that borough in succession to Mr. Edmund Foster, resigned. Mr. Whitehead is a graduate of Emmanuel College, Cambridge. He was admitted a solicitor in 1877.

GENERAL.

In Committee of Supply in the House of Commons on Tuesday last, upon the vote for £350,789 for county courts, Mr. H. Fowler declared there was no department which demanded more searching inquiry and more vigorous reform than county courts. While judges of the superior courts sat 200 days in the year, out of the 59 county court judges there were 25 receiving a salary of £1,500 a year who did not sit 150 days in the year. One happy man only sat 76 days. This was a question which any Government, whether Liberal or Conservative, ought to take in hand. Mr. Conyngham quoted a later return shewing that 36 county court judges sat less than 150 days, whereas in Liverpool one county court judge sat 335 days. He objected to the practice of the judges employing substitutes, and he urged that the county court judges should be available for promotion to puisne judgeships. The Attorney-General said the question should be most carefully considered, not merely for consolidation, but in the direction indicated by the right hon. gentleman. The courts could not be consolidated in the least populous districts because of the distance parties would have to travel, which would give rise to an outcry in the opposite direction. At the same time there was ground for thinking there was not sufficient economy of labour, while on the other hand in populous places a large amount of work was got out of the judges. The Government wished to go as far as the right hon. gentleman in improving the county court system, in economising the time of the judges and the expenditure of money.

WINDING UP NOTICES.

London Gazette.—FRIDAY, August 19.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

PATENT VENTILATING GRANARY CO. LIMITED.—Petn for winding up, presented Aug 18, directed to be heard before Kekewich, J., on Aug 31. Druces & Attlee, Billiter sq. solors for petners.

HULL, EAST YORKSHIRE, AND NORTH LINCOLNSHIRE CONSERVATIVE NEWSPAPER AND PRINTING CO. LIMITED.—By an order made by Chitty, J., dated Aug 3, it was ordered that the company be wound up. Ashurst & Co, Old Jewry, solors for petner.

UNLIMITED IN CHANCERY.

COMMERCIAL BANK OF LONDON.—By an order made by Stirling, J., dated Aug 9, it was ordered that the bank be wound up. Bristol, John st, Adelphi, solor for petner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

STAR BLEACHING CO. LIMITED.—The Vice-Chancellor has, by an order dated July 28, appointed Frederick James Astbury, Manchester, to be official liquidator. Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Oct 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.

FRIENDLY SOCIETIES DISSOLVED.

ECONOMICAL SOCIETY, Victoria Dining Rooms, Chester. Aug 15.
GARDEN OF EDEN FRIENDLY SOCIETY, Black Bull Inn, Burnley, Lancaster. Aug 17.

London Gazette.—TUESDAY, August 23.

JOINT STOCK COMPANIES.
COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DU BEDAD, ADAMS, & CO. LIMITED.—Creditors are required, on or before Sept 21, to send their names and addresses, and the particulars of their debts and claims, to George Mahon, 26, North John st, Liverpool. Wednesday, Oct 5 at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

BRIDGEWATER LOAN SOCIETY.—By an order made by the Vice-Chancellor, dated Aug 12, it was ordered that the society be wound up. Cobbett & Co, Manchester, solors for petner.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 12.

HEAD, CHILDE HAROLD, Raul rd, Peckham, Ironmonger. Oct 10. Head v Head, Stirling, J. Bridger, St Helens place, Bishopsgate st Within.

LATHAM, GEORGE WILLIAM, Bradwall Hall, Chester, Gent. Oct 1. Shaw v

Latham, Chitty, J. Bygott, Sandbach.

NEALE, JOHN, Ebball, Warwick, Farmer. Oct 1. Neale v Neale, Stirling, J.

Hincks, Leicester.

SLATER, DAVID, Worcester, Root and Shoe Manufacturer. Oct 31. Slater v

Slater, Chitty, J. Corbett, Worcester.

London Gazette.—TUESDAY, August 16.

HALSTEAD, GEORGE, Blackburn, Grocer. Aug 26. Ratcliffe v Halstead, Registrar,

Preston District. Marriott, Blackburn.

MORGAN, WILLIAM, Shoumert rd, Peckham Rye, Gent. Oct 1. Oartins v

Michaelis, Kay, J. Parker & Co, St Michael's Rectory, Cornhill.

RENAIS, JOSEPH HENRY, Loughborough, Leicester, Dealer. Oct 10. Booth v

Meakin, Stirling, J. Bartlett, Loughborough.

London Gazette.—FRIDAY, August 19.

DORSON, JANE, Low Newton, Durham. Sept 30. Stothard v Edmondson, Chitty,

J. Chambers, Durham.

NEWSON, GEORGE, Romford rd, Forest Gate. Oct 3. Bridge v Newson, Kay, J.

Helmere, Bishopsgate st.

ORFORD, HARRIET BETTINA FRANCES, Countess of Florence. Oct 20. Duchan

Del Halseo v Cartwright, North, J. Caprons & Co, Savile pl, Conduit st.

RICKETTS, THOMAS, Eastington, Gloucester, Esq. Oct 21. Ricketts v Ricketts,

Stirling, J. Carter, Newham.

SMITH, THOMAS, Cheltenham, M.D. Oct 1. Shepard v Smith, Stirling, J. Re-

worthy, Cheapside.

STRONG, ANTHONY, Tynemouth, Northumberland, Shipowner. Oct 10. Jopling

v Strong, Stirling, J. Dale, North Shields.

WATSON, JOHN, Sheffield, Brewer. Oct 24. Watson v Jones, Chitty, J. Nichol-

son, Sheffield.

WHEATCROFT, WILLIAM, Thorpe on the Hill, Lincoln, Farmer. Sept 30. Twell

v Taylor, Chitty, J. Stephen, Lincoln.

WISS, MARGARET, Settle, York. Sept 17. Hoggarth v Fryer, Registrar, Man-

chester. Wilson, Manchester.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 19.

BENNETT, GEORGE, Anston, York, Butcher. Sept 20. J. S. & C. A. Whall,

Workson.

BEST, JAMES, Kingston on Thames, Solicitor. Sept 20. Pitts & Savage, Ludgate

hill.

BOALCH, FREDERICK HORATIO ORLANDO JOHN, Seaton, Devon, Butcher. Aug 2.

Canning & Kyke, Chard.

BUCK, ALICE, Preston, Lancaster. Oct 1. Buck & Co, Preston.

BURGESS, JAMES, Erith, Kent, Butcher. Sept 9. Parish & Hickson, St Swithun's

Church, Erith.

CHURCHER, EMANUEL, Alverstoke, Southampton, Esq. Oct 22. Donnthorne,

Preston.

CONWAY, MARGARET, Liverpool. Sept 17. Miller & Co, Liverpool.

DAVIES, EDWARD HENRY, Cefnau, Montgomery, Gent. Oct 1. Talbot & Co,

Newtown.

GREEN, WILLIAM PAGE, Clapham, Surrey, Gent. Sept 20. Rundle & Holme,

Coleman st.

HANFORD, SARAH, Romans, Southall, Middlesex. Sept 30. J. T. & G. F. Ne-

shall, Theobald's rd.

HARKER, WILLIAM, Melbourne, Colony of Victoria, Esq. Oct 1. Sladen & Wing

Delahay & Co.

HAYWOOD, WILLIAM, Southport, Machinist. Sept 16. Lambert, Manchester.

HIBBERD, PETER, Sheffield, Grocer. Sept 20. Muir Wilson, Sheffield.

HOLDEN, CALER, Westminster, Merchant. Sept 20. Rogers & Co, Westminster

chbrs.

HOLT, JOSEPH, Higher Broughton, Manchester, Gent. Sept 10. Dixon, Man-

chester.

HORSFALL, ANN, Slaithwaite, York. Sept 5. Laycock & Co, Huddersfield.

IBBOTSON, JOHN, Waleswood, York, Farmer. Sept 8. Dransfield, Sheffield.

JESSOP, JOSEPH, Chiswick, Market Gardener. Oct 17. Finnis & Wylie, Chiswick

Philpotts lane.

KAPPE, CHRISTIAN EUGEN THEODOR, West Norwood. Oct 1. Crump & Son,

Philpotts lane.

KIRLEY, ANNE, Eastbourne. Sept 16. Joffery, Eastbourne.

LANCASTER, JOSEPH, Keighley, York, Smallware Dealer. Sept 10. Spencer &

Clapham, Keighley.

LILLEY, SAMUEL, Peckham, Barrister at Law. Oct 1. Peacock & Giddens,

South sq, Gwy's Inn.

LOADER, HENRY FREDERICK, Orpington, Kent, Licensed Victualler. Aug 3

Morris, Gresham st.

LONGHORN, JOHN, Low Hesket, Cumberland, Yeoman. Sept 10. Mounsey & Co,

Carlisle.

MACHETE, GEORGE, Choriton cum Hardy, Lancaster, Tailor and Draper. Sept

20. Walley, Manchester.

MIDDLETON, Admiral Sir GEORGE NATHANIEL BROKE, Shrubland Park, Bucks.

Barrow. Oct 1. Peterson & Co, Lincoln's inn fields.

MIDDLETON, RICHARD, Nottingham, Licensed Victualler. Sept 10. Maples &

McCaith, Nottingham.

MORGAN, WILLIAM MOLLEN, Manchester. Sept 29. Haworth, Manchester.

MORIER, SURAN GREVILLE, Wimborne. Sept 29. Bowlings & Co, Essex st
MUSPRATT, ADELA SLRAT, Clapham. Sept 30. Petty Muspratt, Nightingale
JACK
PALMER, JOHN, Scarborough, Builder. Oct 7. Turnbull & Co, Scarborough
PARKINSON, CHARLES, Sleaford, Lincoln. Oct 15. Peake & Co, Sleaford
PHILLIPSON, RALPH HENRY, Essex st, Esq. Sept 17. Crossman & Co, Theobald's rd
RIGHT, HUGH, Litherland, Lancaster, Gent. Sept 17. Miller & Co, Liverpool
RUSSELL, THOMAS, Hodnall, Warwick, Farmer. Sept 23. Fortescue & Sons, Banbury
SANDERS, EDWARD, Devonport. Oct 1. Brickwood Hutchings, Devonport
SANDERS, JAMES PENGHELLY, East Stonehouse, Devon. Oct 1. Brickwood Hutchings, Devonport
SEWELL, DON JOSE, Lima, Peru, Merchant. Oct 8. Herbert, Cork st
STEARNS, ALFRED CHARLES, Twickenham. Sept 30. Ingoldby & Co, Finsbury sq
STEWART, Lieutenant WILLIAM GREENWOOD, Baywater, Royal Navy. Sept 10. Leighton, Clifford's Inn
STIRLING, WILLIAM BOUGHTON, Whitechapel. Sept 29. Turner, Leadenhall st
STURGES, WILLIAM, Burton on Trent, Engineer's Clerk. Oct 1. Jennings & Co, Burton on Trent
SWIFT, WILLIAM THOMAS, Trentham, Stafford, Farmer. Sept 15. Llewellyn & Akrill, Tunstall
TROUTBECK, JAMES, Finsbury park, Batchelor of Medicine. Sept 1. Soames, Finsbury pavement
WALTON, WILLIAM, Stanhope, Durham, Farmer. Oct 1. Wooler, Darlington
WELCH, JOHN BACON, Kilburn, Professor of Singing. Sept 15. Jones, New Oxford st
WILKIN, WILLIAM, Cosham, Southampton, Corn Merchant. Oct 12. Binsted & Prior, Portsmouth
WILDING, HENRY HOLDEN, Greenhill, Worcester. Sept 17. Hallett & Spottiswoode, Craven street
WILSON, WILLIAM HITCHINS, Brunswick st, Hackney rd, Watchmaker. Oct 1. Hughes & Gleadow, Gracechurch st
WILLIAMS, ROBERT BELL, Highgate, Gent. Sept 19. Flux & Leadbitter, Leadenhall st
WYATT, ARTHUR, Gorey, Wexford, Esq. Sept 1. Woodhouse & Co, New sq

London Gazette.—THURSDAY, August 23.

BROWN, JOHN, Bamber Bridge, Lancaster, Gent. Oct 3. Cooper, Blackburn
CALDER, GEORGE AUGUSTUS, St John's Wood, Esq. Oct 1. Shepherds, Finsbury circus
COBON, HANNAH, Lyng, Norfolk, Farmer. Sept 30. Sharpe & Co, New ct
DE LA HUNT, FANNY, Edgbaston, Birmingham. Sept 29. Gateley, Birmingham
DEAX, JOHN SAMUEL WANLEY SAWBRIDGE EARLE, Holnest pk, Dorset, Esq. Oct 3. Brown, Westminster chbrs, Victoria st
DEW, EMMA, Broadstairs. Oct 1. Foss & Leddam, Abchurch lane
EVANS, MARY HANNAH DIANA, Englefield green, Surrey. Oct 25. Clayton & Co, Lancaster pl
FLINTOFF, JAMES SMITHY BRIDGE, Lancaster, Woollen Manufacturer. Oct 1. Steadring & Taylor, Rochdale
FORD, ELIZABETH SARAH, Yealand Conyers, Lancster. Sept 30. Hall & Marshall, Lancaster
FRANKLIN, CHARLES EDWARD, Union Club, Trafalgar sq. Oct 4. Wood & Co, Raymond bldgs
HAMPTON, THOMAS, Ashton on Mersey, Grocer and Corn Dealer. Sept 29. Chew & Sons, Manchester
LEMON, THOMAS, Pentonville, Cab Proprietor. Sept 30. Ricketts, King's Cross 14
McMOWLAND, EDWARD, Orpington, Kent, Gent. Oct 1. Vallance & Vallance, Essex st, Strand
MILBURN, JAMES HARTLEY, Gateshead. Sept 27. Trewitt & Robson, Sunderland
NEWTON, ANN, Manchester. Sept 31. Lloyd, Manchester
NICHOL, JOHN, Tarbock, Lancaster, Timber Merchant. Sept 30. Mason & Grierson, Liverpool
ORTON, ANN, Altrincham, Chester. Oct 1. Vallance & Vallance, Essex street, Strand
PATTINSON, JOHN, Penrith, Gent. Oct 1. Welsh & Sons, Manchester
PHILLIPS, HELEN, Cornwall grdns. Sept 30. Spyer & Son, New Broad st
RAMSAY, GEORGE, Eccleston sq, General Bengal Staff Corps. Oct 3. Dawes & Sons, Angel ct
RUDGE, THOMAS, King's Norton, Worcester, Licensed Victualler. Aug 31. Robbins, Birmingham
RUSSELL, GEORGE RICHARD, Forest Gate, Licensed Victualler. Sept 18. Haynes, Bow rd
SMITH, EDWARD HART, West Kensington, Solicitor. Oct 5. Smith, Chancery lane
STEWART, JOHN, Cleveland row, St James's, Esq. Sept 18. Hacon & Turner, Leadenhall st
TAYLOR, RICHARD, Liverpool, Fruit Merchant. Oct 1. Smith & Son, Liverpool
TAYLOR, WILLIAM, Hulme, Manchester, Umbrella Manufacturer. Sept 3. Lloyd, Manchester
WARD, JOHN CHARLES, Portland, Dorset, Farmer. Sept 29. Howard, Weymouth
WATERMAN, ELIZABETH, Shepherd's Bush. Sept 25. Willcocks, Russell sq
WEST, MARY, Edgbaston, Birmingham. Sept 29. Gateley, Birmingham
WHITWORTH, Sir JOSEPH, Standcliffe Hall, Derby. Oct 18. Darbishire & Tatham, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 19.

RECEIVING ORDERS.

BOND, CHARLES FREDERICK, Carlisle, I.W., Club Proprietor. Newport and Ryde. Pet Aug 16. Ord Aug 16
BRADSHAW, THOMAS, Blackburn, Plumber. Blackburn. Pet Aug 16. Ord Aug 16
BRISCOE, HENRY JOHN, Liverpool, General Merchant. Liverpool. Pet Aug 16. Ord Aug 16
BROWNE, W P BARTON, Chancery lane, Solicitor. High Court. Pet July 15. Ord Aug 2
BURROWS, CHARLES HUGHES, Westbury on Trym, Saddler. Bristol. Pet Aug 17. Ord Aug 17
BURROWS, ALFRED MINN, Heligam, Norwich, Commission Agent. Norwich. Pet Aug 16. Ord Aug 16

CAIN, JAMES, Skelmersdale, Lancs, Innkeeper. Liverpool. Pet Aug 13. Ord Aug 15
CHALK, MICHAEL, Bideford Devon, Hatter. Barnstaple. Pet Aug 17. Ord Aug 17
CHAYNEY, THOMAS SINCLAIR, Maidstone, Sealsmaker. Maidstone. Pet Aug 6. Ord Aug 17
EATON, PHILIP, Brighton, Lodging House Keeper. Brighton. Pet Aug 15. Ord Aug 15
FLUX, ELIZA, Newport, I.W., Dealer in Butter. Newport and Ryde. Pet Aug 8. Ord Aug 8
GEE, ROBERT EDWARD, Gawsorth, Cheshire, Carter. Macclesfield. Pet Aug 16. Ord Aug 16
GRANTHAM, THOMAS HENRY, Ellerby in Holderness, Machinist. Kingston upon Hull. Pet Aug 16. Ord Aug 16
GREEN, JOHN, Sheffield, Pawnbroker. Sheffield. Pet Aug 16. Ord Aug 16
HARRIS MONTAGUE, Glenorchy, Hotwells, Bristol, Glass Factor. Cheltenham. Pet Aug 16. Ord Aug 16
HARRIS, JAMES, Belgrave, Leicester, no occupation. Leicester. Pet Aug 13. Ord Aug 13
HAWKEY, JOHN, Accomb, Yorks, Florist. York. Pet Aug 15. Ord Aug 15
HILL, WILLIAM, Drottwich, Boot Maker. Worcester. Pet Aug 16. Ord Aug 16
HOLDORN, CHARLES, Norwich, Plumber. Norwich. Pet Aug 17. Ord Aug 17
HOMER, BENJAMIN, Cradley Heath, Stafford, Ironworker. Dudley. Pet Aug 13. Ord Aug 13
JONES, JOSEPH, St Lythans, nr Cardiff, Clerk in Holy Orders. Cardiff. Pet Aug 17. Ord Aug 17
JONES, JOHN, Neath, Glamorgan, Commission Agent. Neath. Pet Aug 16. Ord Aug 16
KING, HARRY GEORGE, Buckingham, Poulterer. Banbury. Pet Aug 15. Ord Aug 15
KITTS, CHARLES, and WALTER JOHN KITTS, Folkestone, Poulterers. Canterbury. Pet Aug 13. Ord Aug 13
LIVER, JOHN ORELL, West Worthing, Sussex, Late Member of Parliament. Brighton. Pet July 23. Ord Aug 17
LIVINGSTON, HENRY BIAS, Stafford, Shoes Manufacturer. Stafford. Pet Aug 16. Ord Aug 16
MASON, THOMAS JOSEPH, Percy ter, East Dulwich, China Dealer. High Court. Pet Aug 15. Ord Aug 16
METCALY, FRANCIS HENRY, Gracechurch st, Stationer. High Court. Pet Aug 17. Ord Aug 17
PUGHHOUSE, JOHN, Churchbridge, Stafford, Beachouse Keeper. Walsall. Pet Aug 16. Ord Aug 16
SCOTT, JOSEPH, East Stonehouse, Chemist. East Stonehouse. Pet Aug 15. Ord Aug 15
SHARP, GEORGE HENRY, Bishop Auckland, Grocer. Durham. Pet July 29. Ord Aug 17
SHEARD, JOE, Kirkheaton, nr Huddersfield, Land Agent. Huddersfield. Pet Aug 3. Ord Aug 13
SMITH, JOHN, Llanfaes, Brecon, Ironmonger. Merthor Tydal. Pet Aug 17. Ord Aug 17
SPINKE, SUSAN EMMA, Howden, Yorks, Schoolmistress. Kingston upon Hull. Pet Aug 16. Ord Aug 16
STANLEY, FRANCIS JOHN, Nottingham, Painter. Nottingham. Pet Aug 16. Ord Aug 16
SWINBORE, JOHN DEAN, High rd, Kilburn, Umbrella Manufacturer. High Court. Pet Aug 16. Ord Aug 16
THORNTON, JOHN, Uxham, Kent, Tailor. Rochester. Pet Aug 16. Ord Aug 16
THROWER, GEORGE, Heydon, Norfolk, Blacksmith. Norwich. Pet Aug 16. Ord Aug 16
WALDEN, JOSEPH, Milton next Gravesend, Trinity Pilot. Rochester. Pet Aug 16. Ord Aug 16
WESTALL, WILLIAM, Accrington, Lancashire, Stone Mason. Blackburn. Pet Aug 2. Ord Aug 17
WILLIAMS, ELLEN, Amble, Anglesey, Tailor. Bangor. Pet Aug 16. Ord Aug 16
WILLIAMS, JOHN, Newport, Isle of Wight, Butcher. Newport and Ryde. Pet Aug 12. Ord Aug 13
WILLIAMSON, EDWARD, Congleton, Cheshire, Macclesfield. Pet Aug 3. Ord Aug 15

The following amended notices are substituted for those published in the London Gazette of Aug 12.

KELLY, WILLIAM, Edmonton, Builders' Journeymen. Edmonton. Pet July 12. Ord Aug 9
SARGENT, WILLIAM, Margate, Proprietor of Steam Roundabout's. Canterbury. Pet July 14. Ord Aug 9

The following amended notices are substituted for those published in the London Gazette of Aug 16.

ATYWARD, JOHN, Coventry, Perambulator Manufacturer. Coventry. Pet Aug 13. Ord Aug 13
EVERSHED, ARTHUR WILLIAM, Horsham, Sussex, Commercial Traveller. Brighton. Pet Aug 11. Ord Aug 11

FIRST MEETINGS.

AUBREY, WILLIAM, Maiden lane, Strand, Printer. Aug 26 at 11. Bankruptcy bldgs, Lincoln's Inn
ATYWARD, JOHN, Coventry, Perambulator Manufacturer. Aug 27 at 10.15. Off Rec, 17, Hertford st, Coventry
BENSON, ALFRED, King's Head ct, Shoe lane, Publican. Aug 26 at 12. 33, Carey st, Lincoln's Inn
BOND, CHARLES FREDERICK, Carlisle, I.W., Major. Sept 13 at 2. Off Rec, Newport, I.W.
BURROWS, ALFRED MINN, Heligam, Norwich, Commission Agent. Aug 27 at 11. Off Rec, 3, King st, Norwich
CAIN, JAMES, Skelmersdale, Lancs, Innkeeper. Aug 26 at 12. Off Rec, 33, Victoria st, Liverpool
COOK, ARTHUR, Oxford, Grocer. Aug 29 at 11.30. 1, St. Aldates, Oxford
DARLEY, HENRY SYLVESTER, Exeter, Gent. Aug 26 at 11.30. 1, St. Aldates, Oxford
EVERSHED, ARTHUR WILLIAM, Horsham, Sussex, Commercial Traveller. Aug 29 at 2. King's Head, Hove, Sussex
FAWCETT, SAM, Hightown in Liversedge, Yorks, Currier. Aug 26 at 2. Off Rec, Bank chbrs, Batley
FLUX, ELIZA, Newport, I.W., Dealer in Butter. Sept 13 at 11. Off Rec, Newport, I.W.
FORREST, CALDER, JOSHUA FORREST, and ELI FORREST, Kinvoy, Spade Manufacturers. Sept 6 at 10.15. Saracen's Head Hotel, Dudley
GEE, ROBERT EDWARD, Gawsorth, Cheshire, Carter. Aug 26 at 11. Off Rec, 23, King Edward st, Macclesfield
GILL, GEORGE FREDERICK, Spencer st, Limehouse, Timber Merchant. Aug 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields
GLOVER, JOHN THOMAS, Bloxwich, Staffs, Chain Manufacturer. Aug 26 at 10.30. Off Rec, Walsall
GODDARD, WILLIAM BARBER, Edgware rd, Mantle Manufacturer. Aug 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn

GRIFITHS, WILLIAM GEORGE, Lydney, Gloucestershire, Draper. Aug 29 at 12. Off Rec. 12, Trade-gate pl. Newport, Mon.
GROGAN, HUGH, Manchester, Builder. Aug 26 at 3.30. Off Rec, Ogden's chbrs, Bridge st, Manchester
HARRISON, JAMES, Belgrave, Leicestershire, no occupation. Aug 26 at 11.30. 26, Frier lane, Leicester
HAWKST, JOHN, Acomb, Yorks, Florist. Aug 29 at 12. Off Rec, 17, Blake st, York
HAWKWOOD, CHARLES, Deptford, Olman. Aug 26 at 11. Off Rec, 109, Victoria st, Westminster
HILL, WILLIAM, Droitwich, Worcester, Bootmaker. Aug 30 at 11. Off Rec, Worcester
HOLDORN, CHARLES, Norwich, Plumber. Aug 30 at 12.30. Auction Mart, Token-house yard
HOWE, GEORGE, Altrincham, Cheshire, Baker. Aug 29 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester
JACQUES, JOSEPH, Bradford, Stuff Manufacturer. Aug 26 at 11. Off Rec. 31, Manor row, Bradford
JAMES, JAMES WETHERHEAD, Higher Trammere, Cheshire, Estate Agent. Aug 26 at 2. Off Rec. 35, Victoria st, Liverpool
JANSON, JOHN WILLIAM, Leeds, Painter. Aug 26 at 11. Off Rec, 22, Park row, Leeds
JONES, THOMAS, Bledau Festinog, Merionethshire, General Dealer. Aug 30 at 12. Crypt chambers, East gate row, Chester
KENT, HANNAH, Bletchingley, Surrey, Grocer. Aug 30 at 12. Off Rec, 109, Victoria st, Westminster
LEARMONTH, JOSEPH STEPHEN, King's Lynn, Norfolk, Lodging-house Keeper. Aug 27 at 12. Off Rec. 8, King st, Norwich
LEGO, GEORGE FRANCIS, Victoria st, Solicitor. Aug 26 at 11. 35, Carey st, Lincoln's inn
MILIA, SAMUEL, Leeds, Commission Agent. Aug 30 at 11. Off Rec, 23, Park row, Leeds
MORGAN, JAMES FERRENT, Quaker's yard, Glamorganshire, Innkeeper. Aug 31 at 12. Off Rec. Merthyr Tydfil
PARKER, ROBERT FOSTER, Skipton, Bank Manager. Aug 29 at 2. Ship Hotel, Skipton
SAUNDERS, ELIZA, Folkestone, Boot Dealer. Aug 26 at 2.30. 73, Sandgate rd, Folkestone
SIMMONDS, HERBERT, Aberystwith, Cab Driver. Aug 27 at 12.30. Off Rec, Carmarthen
SPAKE, JOHN, Deal, Schoolmaster. Aug 26 at 11.30. Black Horse Hotel, Deal
TATE, JOSEPH, Westbridge, nr Pontefract, Farmer. Aug 26 at 11. Red Lion Hotel, Pontefract
TAYLOR, ALFRED, Stalbridge, Dorsetshire, Brewer. Aug 26 at 2.30. Off Rec, Salisbury
THORNTON, JOHN, Chatham, Tailor. Aug 30 at 11.30. Off Rec, High st, Rochester
THORPE, GEORGE JOHN, Shipley, Yorks, Grocer. Aug 26 at 12. Off Rec, 31, Manor row, Bradford
THROWER, GEORGE, Heydon, Norfolk, Blacksmith. Aug 27 at 12.15. Off Rec, 8, King st, Norwich
TRINICK, JOHN SMILE, Fortess rd, Kentish Town, Blacksmith. Aug 26 at 12. 25, Carey st, Lincoln's inn
WALDEN, JOSEPH, Milton next Gravesend, Trinity Pilot. Aug 20 at 2.30. Off Rec, High st, Rochester
WILLIAMS, JOHN, Newport, I W, Butcher. Sept 14 at 11. Off Rec, Newport. I W
WILLIAMS, JOHN HEZEKIAH, Newport, Mon, Grocer. Aug 29 at 1. Off Rec, 12, Trade-gate pl. Newport, Mon
WILLIAMSON, EDWARD, Conington, Cheshire. Sept 6 at 11. Off Rec, 23, King Edward st, Macclesfield
WHEMAN, JOSEPH JOHN, Bourne-mouth, Plumber. Aug 26 at 12.30. Off Rec, Salisbury

ADJUDICATIONS.

BARRETT, WILLIAM, Bristol, Bootmaker. Bristol. Pet Aug 12. Ord Aug 16
BECK, THOMAS, Birmingham, Bootmaker. Birmingham. Pet July 7. Ord Aug 17
BRYAN, WILLIAM, St George, Gloucester, Butcher. Bristol. Pet Aug 9. Ord Aug 15
BLOOMER, ELIZABETH, Walsall, Grocer. Walsall. Pet July 25. Ord Aug 15
BRISCOE, HENRY JOHN, Litherland, Lancs, Merchant. Liverpool. Pet Aug 15. Ord Aug 16
BROOK, GEORGE HORTON st, Hoxton, Mahogany Merchant. High Court. Pet July 13. Ord Aug 16
BROWN, EDWIN JAMES, Bath, Printer. Bath. Pet Aug 9. Ord Aug 17
BROWN, THOMAS, Upton on Severn, Coal Dealer. Worcester. Pet Aug 13. Ord Aug 16
BURNOW, ALFRED MIXER, Helgham, Norwich, Commission Agent. Norwich. Pet Aug 13. Ord Aug 17
CAIN, JAMES, Skelmersdale, Lancs, Innkeeper. Liverpool. Pet Aug 15. Ord Aug 17
CARTY, TIMOTHY, sen, Birmingham, Grocer. Birmingham. Pet Aug 12. Ord Aug 17
CHAPMAN, WILLIAM, Grimston, Norfolk, Farmer. King's Lynn. Pet Aug 12. Ord Aug 17
CORDY, THOMAS HENRY, Bristol, Cabinet Maker. Bristol. Pet Aug 11. Ord Aug 15
CORMAN, JOHN, Plessey hill, nr Mansfield, Tailor. Nottingham. Pet July 29. Ord Aug 17
CURTIS, CHARLES, Nottingham, Corn Factor. Nottingham. Pet July 27. Ord Aug 17
FLUX, ELIZA, Newport, I W, Dealer in Butter. Newport and Ryde. Pet Aug 8. Ord Aug 8
FOLLETT, RICHARD, Barnstaple, Licensed Victualler. Barnstaple. Pet Aug 19. Ord Aug 19
FORD, JAMES, Pitfield st, Hoxton, Contractor. High Court. Pet June 15. Ord Aug 16
FORREST, CALK, JOSEPH FORREST, and ELI FORREST, Kinver, Spade Manufacturers. Dudley. Pet Aug 8. Ord Aug 11
HAWKST, JOHN, Acomb, Yorks, Florist. York. Pet Aug 15. Ord Aug 15
HAYMAN, HENRY JAMES, Bristol, Refreshment House Keeper. Bristol. Pet Aug 10. Ord Aug 16
HEMELTON, ALFRED, Widdington, Yorks, Fellmonger. Scarborough. Pet Aug 6. Ord Aug 15
HILL, WILLIAM, Droitwich, Worcestershire, Boot Maker. Worcester. Pet Aug 26. Ord Aug 16
HOMER, BENJAMIN, Cradley Heath, Staffordshire, Ironwork. Dudley. Pet Aug 12. Ord Aug 15
HOWE, GEORGE, Altrincham, Baker. Manchester. Pet Aug 10. Ord Aug 15
HUXLEY, CHARLES, Wrexham, Builder. Wrexham. Pet Aug 12. Ord Aug 17
JAMES, JAMES WETHERHEAD, Higher Trammere, Cheshire, Estate Agent. Liverpool. Pet Aug 11. Ord Aug 17
JONES, EVAN, Ruthin, Farmer. Wrexham. Pet Aug 4. Ord Aug 15
KING, AARON, Cardiff, Hardware Dealer. Cardiff. Pet Aug 9. Ord Aug 13

KITTS, CHARLES and WALTER JOHN KITTS, Folkestone, Poulterers. Canterbury. Pet Aug 8. Ord Aug 13
MASON, THOMAS JOSEPH, Percy terr, Lordship lane, East Dulwich, China Dealer. High Court. Pet Aug 15. Ord Aug 16
MATTHEWS, JOSEPH, Great Malvern, Boarding house keeper. Worcester. Pet July 26. Ord Aug 16
MILSON, JAMES, Watford, Ironmonger. St Albans. Pet Aug 6. Ord Aug 16
MORGAN, JOHN, Cardiff, Mason. Cardiff. Pet Aug 9. Ord Aug 15
ORGANER, EDWARD, Boston, Lincolnshire, Draper. Boston. Pet July 10. Ord Aug 15
PAITHORPE, WILLIAM, Belgrave, Leicestershire, Builder. Leicester. Pet Aug 3. Ord Aug 10
PAYNE, EDWIN, Kenmont terr, College Park, Kensal Green, Dairyman. High Court. Pet July 22. Ord Aug 16
POPE, HENRY ALEXANDER, Swansea, Glamorganshire, Licensed Victualler. Swansea. Pet Aug 10. Ord Aug 16
SARGENT, BENJAMIN, St Leonards, Sussex, Jeweller. Hastings. Pet July 26. Ord Aug 16
SCOTT, JOSEPH, East Stonehouse, Devon, Chemist. East Stonehouse. Pet Aug 15. Ord Aug 16
SMITH, JOHN, Llanfacs, Brecon, Ironmonger. Merthyr Tydfil. Pet Aug 17. Ord Aug 17
SUMMERS, FREDERICK GEORGE, and EDWARD HORATIO SUMMERS, Birmingham, Glass Bevelers. Birmingham. Pet July 8. Ord Aug 17
TEAL, JEREMIAH, Draughton, nr Skipton, Yorks, Farmer. Bradford. Pet Aug 6. Ord Aug 17
THORNTON, JOHN, Chatham, Tailor. Rochester. Pet Aug 16. Ord Aug 16
THROWER, GEORGE, Heydon, Norfolk, Blacksmith. Norwich. Pet Aug 15. Ord Aug 17
WALDEN, JOSEPH, Milton next Gravesend, Trinity Pilot. Rochester. Pet Aug 16. Ord Aug 17
WILLIAMS, ELLEN, Amlwch, Anglesey, Tailor. Bangor. Pet Aug 16. Ord Aug 18

The following amended notice is substituted for that published in the London Gazette of the 16th August.

KELLY, WILLIAM, Hertford rd, Edmonton, Builder. Edmonton. Pet July 12. Ord Aug 18

London Gazette.—TUESDAY, Aug. 23.

RECEIVING ORDERS.

ABBOTT, HENRY, Swansea, Indianrubber Merchant. Swansea. Pet Aug 18. Ord Aug 18
ATHRY, WILLIAM, Percy Main, Northumberland, Schoolmaster. Newcastle on Tyne. Pet Aug 30. Ord Aug 30
BLACK, GEORGE GOW, Lime st, Shipowner. High Court. Pet Aug 18. Ord Aug 18
BUSTON, JOHN, Percy Main, Northumberland, Boiler Inspector. Newcastle on Tyne. Pet Aug 30. Ord Aug 30
CAREY, EDWIN, Southampton, Furniture Dealer. Southampton. Pet Aug 19. Ord Aug 19
COOKER, THOMAS, Brecon, Butcher. Merthyr Tydfil. Pet Aug 30. Ord Aug 30
DUNHAM, WILLIAM STENT, Limpley Stoke, Wilts, Farmer. Bath. Pet Aug 18. Ord Aug 18
FISHER, WILLIAM, Gorleston, Suffolk, Smackowner. Great Yarmouth. Pet Aug 30. Ord Aug 30
FITZGERALD, MICHAEL, Bristol, Coal Dealer. Bristol. Pet Aug 30. Ord Aug 30
FREEMAN, THOMAS, Staff rd, Contractor. Stafford. Pet Aug 19. Ord Aug 19
GARLICK, JOSEPH, Oldham, Draper. Oldham. Pet Aug 19. Ord Aug 19
GEORGE, THOMAS DANIEL, Swansea, Painter. Swansea. Pet Aug 17. Ord Aug 17
HAMER, JOHN HENRY, Bollington, Cheshire, out of bus'ness. Macclesfield. Pet Aug 18. Ord Aug 18
HAMPTON, EDMUND MINISTERWORTH, Gloucestershire, Cattle Dealer. Gloucester. Pet Aug 18. Ord Aug 18
HIPPLEY, CHARLES, Clevedon, Somerset, Butcher. Bristol. Pet Aug 30. Ord Aug 30
HUXLEY, WILLIAM THOMAS, Stockwell pk rd. High Court. Pet July 27. Ord Aug 17
JACKETT, ROBERT, Budock, Cornwall, Naval Pensioner. Truro. Pet Aug 18. Ord Aug 18
KING, BARNETT, Newport (Mon.), General Shopkeeper. Newport (Mon.). Pet Aug 9. Ord Aug 15
LAWRENCE, J W, Malda vale, Lieutenant Colonel. High Court. Pet July 15. Ord Aug 30
LIBBY, BENJAMIN, Penzance, Innkeeper. Truro. Pet Aug 10. Ord Aug 10
LOFTUS, Right Hon Lord AUGUSTUS WILLIAM FREDERIC SPENCER, Stanhope Vicarage, High Court. Pet June 13. Ord Aug 19
MARSHALL, JOSEPH, Steffy st, Tabard st, Southwark, Fish Salesman. High Court. Pet July 4. Ord Aug 19
MILLER, WILLIAM CARVER, Gt Yarmouth, Tobaccoist. Gt Yarmouth. Pet Aug 19. Ord Aug 19
NEVILLE, HENRY, Sheffield, Essex, General Dealer. Chelmsford. Pet July 16. Ord Aug 17
PICKLES, LOUIS FREDERICK, Brighouse, Yorks, Machine Dealer. Halifax. Pet Aug 18. Ord Aug 18
PIEBERT, ROBERT, Gt Western rd, Paddington, Engineer. High Court. Pet July 26. Ord Aug 19
PINDER, GEORGE BANKS, Cottingham, nr Kingston upon Hull, Wool Broker. Kingston upon Hull. Pet Aug 4. Ord Aug 18
POPLETON, WILLIAM, Walsall, Bridle Cutter. Walsall. Pet Aug 2. Ord Aug 20
RANSON, S, Gray's inn rd, Builder. High Court. Pet July 18. Ord Aug 19
RICHARDS, JOSEPH, Christchurch, Mon, Engineer. Newport, Mon. Pet Aug 30. Ord Aug 30
ROBINS, FRANCIS, Maddox st, Bond st, Court Milliner. High Court. Pet July 12. Ord Aug 18
ROBERT, JACOB, South Shields, Builder. Newcastle on Tyne. Pet July 6. Ord Aug 18
ROCKE, W L, residence unknown, Officer in 1st Wilt's Regiment. High Court. Pet May 19. Ord Aug 18
ROLLASON, CLARA ANN, Birmingham, Pawnbroker. Birmingham. Pet Aug 18. Ord Aug 30
SAUNDERS, ANNIE MARIA, Mortlake rd, Kew, no occupation. High Court. Pet Aug 17. Ord Aug 17
STARR, HENRY, James st, Cannon st rd, St George's in the East, Licensed Victualler. High Court. Pet Aug 18. Ord Aug 18
SWETS, OSWALD HICKETS, Baron's ct, West Kensington, Engineer. High Court. Pet July 2. Ord Aug 18
VARNET, HENRY, Liverpool st, Bootmaker. High Court. Pet Aug 10. Ord Aug 20
WALKER, GEORGE, Dudley, Draper. Dudley. Pet Aug 13. Ord Aug 18
WILSON, BENJAMIN, Church Law n, Cheshire, Farmer. Macclesfield. Pet Aug 19. Ord Aug 19

FIRST MEETINGS.

ABBOTT, HENRY, Swansea, India Rubber Merchant. Aug 31 at 3. Off Rec, 6, Rutland st, Swansea.
 ADAMS, HENRY CADWALLADER, Shepperton, Esq. Aug 30 at 11. 30 and 31, St. Swithin's lane.
 AITHEY, WILLIAM, Percy Main, Northumberland, Assistant Schoolmaster. Sept 3 at 11.30. Off Rec, Pink lane, Newcastle on Tyne.
 BAILY, ROBERT, Down st, Piccadilly, Lodging House Keeper. Aug 31 at 12. 33, Carey st, Lincoln's inn.
 BLAND, JOHN, Kingston upon Hull, Wood Turner. Aug 30 at 2. Incorporated Law Society, Bowalley lane, Hull.
 BLYTH, ALFRED, Cambridge Gdns, North Kensington, Engineer. Aug 30 at 11. 33, Carey st, Lincoln's inn.
 BOWLE, JAMES, President st, Goswell rd, Engineer. Aug 30 at 12. 33, Carey st, Lincoln's inn.
 BURGESS, CHARLES HUGHES, Westbury on Trym, Saddler. Aug 31 at 12. Off Rec, Bank chbra, Bristol.
 BUSTON, JOHN, Percy Main, Northumberland, Boiler Inspector. Sept 3 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 CASEY, EDWIN, Southampton, Furniture Dealer. Sept 1 at 11. Off Rec, 4, East st, Southampton.
 CHALK, MICHAEL, Bideford, Hatter. Aug 31 at 12. Hutchings, Auctioneer, Bideford.
 CHAPPELL, WILLIAM, Swinton, Yorks, Colliery Deputy. Sept 1 at 11. Off Rec, Figtree lane, Sheffield.
 CHATNEY, THOMAS SINCLAIR, Maidstone, Scale Maker. Aug 31 at 3. Off Rec, Week st, Maidstone.
 OULLMOORE, LEONARD, Birmingham, Fruiterer. Sept 1 at 11. 25, Colmore row, Birmingham.
 DUNHAM, WILLIAM STEWART, Limpley Stoke, Wilts, Farmer. Aug 31 at 12.45. Off Rec, Bank chbra, Bristol.
 EATON, PHILIP, Brighton, Lodging house Keeper. Aug 30 at 12. 4, Pavilion bldgs, Brighton.
 FIRTH, FREDERICK, JOSEPH FIRTH, and EDWIN FIRTH, Dewsbury, J.iners. Aug 30 at 10.30. Incorporated Law Society, B and st, Dewsbury.
 FIRTH, FREDERICK, and WILLIAM HOWARD FIRTH, Dewsbury, Ironfounders. Aug 30 at 12. Incorporated Law Society, Bond st, Dewsbury.
 FRANCIS, ARTHUR GIBBS, Wandsworth rd, Merchant. Aug 30 at 11. Bankruptcy bldgs, Lincoln's inn.
 GEORGE, THOMAS DANIEL, Swansea, Painter. Aug 31 at 11. Off Rec, 6, Rutland st, Swansea.
 GILBERT, WILLIAM, Barrow in Furness, Licensed Victualler. Aug 31 at 10. 37, Paxton ter, Barrow in Furness.
 HAMER, JOHN HENRY, Bollington, Chester, out of business. Aug 30 at 12. Off Rec, 28, King Edward st, Macclesfield.
 HAMPTON, EDMUND, Minsterworth, Gloucestershire, Cattle Dealer. Sept 1 at 12. Off Rec, Gloucester.
 HARRIS, MONTAGUE, Bristol, Glass Factor. Aug 30 at 2.15. County Court, Cheltenham.
 HITCH, EVAN CAMERON, Billiter st, Engineer. Aug 31 at 11. Bankruptcy bldgs, Lincoln's inn.
 HOOVER, W., Victoria villas, Kilburn, Builder. Sept 1 at 11. Bankruptcy bldgs, Lincoln's inn.
 HORSLEY, ALFRED HOWARD (sep estate), Birmingham, Builder. Sept 2 at 11. 25, Colmore row, Birmingham.
 HORSLEY, HORATIO GEORGE (sep estate), Birmingham, Builder. Sept 2 at 11. 25, Colmore row, Birmingham.
 HORSLEY, HORATIO GEORGE, HUBERT JOSEPH HORSLEY, and ALFRED HOWARD HORSLEY, Birmingham, Builders. Sept 2 at 11. 25, Colmore row, Birmingham.
 HORSLEY, HUBERT JOSEPH (sep estate), Acock's green, Warwick, Builder. Sept 3 at 11. 25, Colmore row, Birmingham.
 JACKETT, ROBERT, Endock, Cornwall, Naval Pensioner. Aug 30 at 12. Off Rec, Boscawen st, Truro.
 JOHNS, JOSEPH, St Lythans, nr Cardiff, Clerk in Holy Orders. Sept 2 at 2.30. Off Rec, 3, Crookherbtown, Cardiff.
 JONES, JOHN, Nantowille, Cardigan, Labourer. Sept 1 at 2.30. Lion Hotel, Aberswith.
 JONES, JOHN, Neath, Commission Agent. Aug 30 at 12. Castle Hotel, Neath.
 KELLY, WILLIAM, Millbrook rd, Edmonton, Builder. Aug 31 at 11. 30 and 31, St Swithin's lane.
 KIDD, HENRY, Landport, Tobaccoist. Sept 5 at 3. 166, Queen st, Portsea.
 KING, AARON, Cardiff, Hardware Dealer. Sept 2 at 12. Off Rec, 3, Crookherbtown, Cardiff.
 LUNGLY, WILLIAM, and GEORGE WILLIAM LUNGLY, Plaistow, Brick Merchants. Aug 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 MORLEY, ALBERT WILLIAM, Snell's park, Upper Edmonton, Clerk. Aug 31 at 12. 30 and 31, St Swithin's lane.
 MORRAN, JOHN, Cardiff, Mason. Sept 2 at 11. Off Rec, 3, Crookherbtown, Cardiff.
 PHILLIPS, SIDNEY HEATH, Plymouth, Solicitor. Sept 2 at 11. 18, Frankfort st, Plymouth.
 PICKLES, LOUIS FREDERICK, Brighouse, Yorks, Machine Dealer. Sept 2 at 3.30. Off Rec, Halifax.
 POOLE, REGINALD CLAUDE, and EDWARD FRANCIS LAMBERT BROWN, Queen Victoria st, Mantle Manufacturers. Aug 31 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 ROBSON, JACOB, South Shields, Builder. Sept 2 at 11. Off Rec, Pink lane, Newcastle upon Tyne.
 ROLLINGS, WILLIAM, Forston st, Hoxton, Lime Merchant. Aug 31 at 11. 33, Carey st, Lincoln's inn.
 SCOTT, JOSEPH, East Stonehouse, Chemist. Aug 31 at 11. 18, Frankfort street, Plymouth.
 SHEARD, JOE, Kirkheaton, nr Huddersfield, Land Agent. Aug 31 at 4.30. Haigh & Son, solors, New st, Huddersfield.
 SHER, JOHN, Sheffield, Grocer. Sept 1 at 12. Off Rec, Figtree lane, Sheffield.
 STANLEY, FRANCIS JOHN, Nottingham, Painter. Aug 30 at 12. Off Rec, 1, High pavement, Nottingham.
 TURNER, HARRY, Remington st, City road, Builder. Sept 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WATKINS, EDMOND, Church st, Stoke Newington, Cheesemonger. Aug 30 at 12. 16 Room, 30 and 31, St Swithin's lane.
 WEBSTER, CATHERINE JANE, Rhyll, Flintshire, Hotel keeper. Aug 31 at 3. Off Rec, Crypt chbra, Chester.
 WILLIAMS, EBERNESE, Church st, Edgware rd, Milkman. Sept 1 at 11. 33, Carey st, Lincoln's inn.
 WOLFE, AUGUST, Hedon in Holderness, Yorks, Innkeeper. Aug 30 at 11. Off Rec, Lincoln's inn bldgs, Bowalley lane, Hull.

ADJUDICATIONS.

AITHEY, WILLIAM, Percy Main, Northumberland, Schoolmaster. Newcastle on Tyne. Pet Aug 30. Ord Aug 30.
 ATYLAND, JOHN, Coventry, Perambulator Manufacturer. Coventry. Pet Aug 18. Ord Aug 18.
 BATHFORD, THOMAS, Barrow in Furness, Licensed Victualler. Ulverston and Barrow in Furness. Pet July 29. Ord Aug 19.

BLACK, GEORGE GOW, Lime st, Ship Owner. High Court. Pet Aug 18. Ord Aug 19.
 BOHLAER, WILLIAM COPELAND, Penzance, Member of Parliament. High Court. Pet April 20. Ord Aug 19.
 BURNETT, WILLIAM HALL, Middleborough, Printer. Stockton on Tees and Middleborough. Pet Aug 13. Ord Aug 19.
 BURTON, JOHN, Percy Main, Northumberland, Boiler Inspector. Newcastle on Tyne. Pet Aug 20. Ord Aug 20.
 CHATNEY, THOMAS SINCLAIR, Maidstone, Scale Maker. Maidstone. Pet Aug 9. Ord Aug 30.
 COKER, THOMAS, Brecon, Butcher. Merthyr Tydfil. Pet Aug 30. Ord Aug 30.
 CROOK, HENRY, Oakford rd, Highgate rd, Manufacturer of Woollen Goods. High Court. Pet July 9. Ord Aug 19.
 DUNHAM, WILLIAM STEWART, Limpley Stoke, Wilts, Farmer. Bath. Pet Aug 18. Ord Aug 18.
 EATON, PHILIP, Brighton, Lodging-house Keeper. Brighton. Pet Aug 15. Ord Aug 19.
 ELLIS, ROBERT, Barrow in Furness, Accountant. Ulverston and Barrow in Furness. Pet July 18. Ord Aug 12.
 FAWCETT, SAM, Hightown in Liversedge, Yorks, Carrier. Dewsbury. Pet July 19. Ord Aug 18.
 FISHER, WILLIAM, Gorleston, Suffolk, Smackowner. Great Yarmouth. Pet Aug 23. Ord Aug 30.
 GEE, ROBERT EDWARD, Gawsorth, Cheshire, Carter. Macclesfield. Pet Aug 16. Ord Aug 17.
 GEORGE, THOMAS DANIEL, Swansea, Painter. Swansea. Pet Aug 17. Ord Aug 10.
 HAMPTON, EDMUND, Minsterworth, Gloucestershire, Cattle Dealer. Gloucester. Pet Ord 18. Ord Aug 20.
 JACKETT, ROBERT, Budeock, Cornwall, Naval Pensioner. Truro. Pet Aug 18. Ord Aug 18.
 JOHNS, JOSEPH, St Lythans, nr Cardiff, Clerk in Holy Orders. Cardiff. Pet Aug 17. Ord Aug 18.
 JOHNSON, A. W., Oxford, Captain in Army. Oxford. Pet March 21. Ord May 6.
 JONES, JOHN, Neath, Commission Agent. Neath. Pet Aug 16. Ord Aug 19.
 JONES, JOHN, Nantowille, Cardigan, Labourer. Carmarthen. Pet Aug 13. Ord Aug 20.
 LINBY, BENJAMIN, Penzance, Innkeeper. Truro. Pet Aug 18. Ord Aug 30.
 LIVINGSTON, HENRY RIAS, Stafford, Shoe Manufacturer. Stafford. Pet Aug 16. Ord Aug 19.
 MALCOLM, FRANCES HENRY, Gracechurch st, Stationer. High Court. Pet Aug 17. Ord Aug 19.
 MILLER, WILLIAM CARVER, Gt Yarmouth, Tobaccoist. Gt Yarmouth. Pet Aug 19. Ord Aug 19.
 MILSTED, ALBERT, Carlyle sq, Chelsea, no occupation. High Court. Pet June 4. Ord Aug 18.
 MOON, WILLIAM, Penton L'd'e, nr Andover, Gent. Salisbury. Pet Jan 19. Ord July 1.
 MORLEY, ALBERT WILLIAM, Snell's pk, Upper Edmonton, Clerk. Edmonton. Pet Aug 18. Ord Aug 18.
 MORRIS, RICHARD WOOD, Leamington, Boot Dealer. Warwick. Pet July 29. Ord Aug 20.
 OWEN, MORRIS WILLIAMS LLOYD, Haverfordwest, Esq. Pembroke Dock. Pet July 11. Ord Aug 17.
 PETERIE, G D, address unknown. High Court. Pet June 30. Ord Aug 18.
 PICKLES, LOUIS FREDERICK, Brighouse, Yorks, Machine Dealer. Halifax. Pet Aug 18. Ord Aug 18.
 REDGARS, HERBERT, Nottingham, Lace Manufacturer. Nottingham. Pet Aug 4. Ord Aug 30.
 REEKE, GEORGE HENRY, Birmingham, Tobaccoist. Birmingham. Pet July 25. Ord Aug 18.
 RICHARDS, ALFRED LL, Southampton row, Bloomsbury, Solicitor. High Court. Pet July 11. Ord Aug 18.
 RITSON, THOMAS, Wellingborough, Coal Merchant. Northampton. Pet July 18. Ord Aug 19.
 ROWS, JOHN, Blotshley, Bucks, Draper. Northampton. Pet June 25. Ord Aug 19.
 SAOR, J. BUI, Elgin avenue, Paddington, Builder. High Court. Pet June 13. Ord Aug 18.
 SAUNDERS, ANNE MARIA, Mortlake rd, Kew, no occupation. High Court. Pet Aug 17. Ord Aug 18.
 STANLEY, FRANCIS JOHN, Nottingham, Painter. Nottingham. Pet Aug 18. Ord Aug 19.
 STARK, HENRY, James st, St. George's in the East, Licensed Victualler. High Court. Pet Aug 18. Ord Aug 30.
 THOMAS, DAVID, Ton Ystrad, Glamorganshire, Boot Maker. Pontypool. Pet July 28. Ord Aug 19.
 WEBSTER, CATHERINE JANE, Rhyll, Hotel keeper. Bangor. Pet Aug 11. Ord Aug 30.
 WILLIAMS, EBERNESE, Church st, Edgware rd, Milkman. High Court. Pet July 13. Ord Aug 30.
 WILSON, BENJAMIN, Church Lawton, Cheshire, Farmer. Macclesfield. Pet Aug 19. Ord Aug 19.

The following amended notice is substituted for that published in the London Gazette of August 19.
 MATTHEWS, JOSEPH, Great Malvern, Boarding house keeper. Worcester. Pet July 26. Ord Aug 16.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS. - Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. - [ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. B. BRADLEY, Baron's Court House, West Kensington, London, price 13 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own. - [ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

GRIS-BYD, - Aug. 18, at South Hampstead, William Grant Greig, solicitor, to Adelaide Fringle, daughter of J. Fringle Boyd.
 HARRIS - THOMPSON, - Aug. 20, at Appleby, Edward Alexander Hadla, solicitor, to Anne Day, daughter of the late Geo. Rowland Thompson.
 SCOTT-COOK, - Aug. 20, at Barnes, Edward Scott, solicitor, to Evelyn Deakin, daughter of G. R. Cook.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	711	LAWAL NEWS	717
THE LAW OF GIFTS INTER VIVOS ..	718	WINDING-UP NOTICES	718
LEGISLATION OF THE YEAR	714	CREDITORS' NOTICES	718
CORRESPONDENCE	715	BANKRUPT NOTICES	718
THE LIABILITY OF TRUSTEES	716		

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